

Robert C. Balink El Paso Cty, CO

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR KISSING CAMELS**

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AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, RESTRICTIONS
AND RESERVATIONS FOR KISSING CAMELS

THIS AMENDED AND RESTATED DECLARATION is dated for identification purposes only January 31, 2004, and shall be deemed effective upon recording in the real property records for El Paso County, Colorado.

ARTICLE 1
PROJECT DESCRIPTION

I. On or about April 2, 1951, the Hill-Mesa Realty and Development Corporation, as the Declarant, executed and had recorded that certain instrument entitled "Restrictions and Obligations" at Book 1289, Page 315 of the real estate records of the Clerk and Recorder for El Paso County, Colorado. ("**Summer Circle Declaration**"). The Summer Circle Declaration imposed covenants, conditions, easements, restrictions and reservations on the real property described therein. Said real property is within the geographic area described on Exhibit A-1, attached hereto (the "**Corporate Area**").

II. The Summer Circle Declaration, together with the recorded plat for the real property described therein, provided that the provisions of the Summer Circle Declaration would be enforced by, and all assessments, dues and other fees would be paid to and collected by, the Hill-Mesa Realty and Development Corporation. The Hill-Mesa Realty and Development Corporation has since transferred all of its rights as Declarant under the Summer Circle Declaration to Hill Development Corporation, and Hill Development Corporation has in turn authorized Kissing Camels Property Owners Association (a Colorado nonprofit corporation described below) to perform all of its duties and obligations as successor Declarant under the Summer Circle Declaration.

III. On or about September 8, 1960, Hill Development Corporation, as the "Declarant," executed that certain "Declaration of Conditions and Restrictions Covering Kissing Camels Subdivision No. 1 as shown on Plat Recorded in Book C-2 at Page 1 in the office of the Clerk and Recorder of El Paso County, Colorado," which was recorded on September 12, 1960 in Book 1824 at Page 30, Reception No. 166662 in the office of the Clerk and Recorder for El Paso County, Colorado. ("**Kissing Camels Subdivision I Declaration**"). The Kissing Camels Subdivision I Declaration imposed covenants, conditions, easements, restrictions and reservations upon the real property described therein. Said real property is also within the Corporate Area.

IV. The Kissing Camels Subdivision I Declaration, together with the recorded plat for the real property described therein, provided that all private roadways within the parcel would be owned and maintained by the Kissing Camels Property Owners Association, and that the provisions of the Kissing Camels Subdivision I Declaration would be enforced by the Kissing Camels Property Owners Association. This Declaration also provided, among other things, that all owners of

properties therein would be members of, and pay assessments, dues and other fees to, the Kissing Camels Property Owners Association.

V. The Summer Circle and Kissing Camels Subdivision I Declarations created a “common interest community” (i.e. real estate described in a declaration and plat with respect to which a person, by virtue of such person's ownership of a lot, is obligated to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in the declaration or plat).

VI. The Kissing Camels Property Owners Association was originally incorporated on or about May 23, 1960, and has been and continues to be a nonprofit corporation duly organized and existing under the laws of the State of Colorado (“**Association**”). The Association was formed for the purposes of providing certain services within a geographic area described in the Association’s original Certificate of Incorporation as the “Corporate Area,” which area is now generally referred to as “Kissing Camels Estates,” (hereinafter “**Kissing Camels Estates**”), including: (i) provide services to public and private property which are deemed necessary or desirable for the improvement, protection and maintenance within Kissing Camels Estates; (ii) construct, surface and maintain any and all platted streets, construct and maintain signs and street lights; (iii) plan, develop and maintain community areas including parks and other facilities; (iv) purchase, lease or otherwise acquire and to hold, own, sell or dispose of real and personal property of all kinds, and in connection therewith to borrow and lend money and to sell improve, manage, develop, lease, mortgage, dispose of Association’s property; and (v) to do everything necessary, suitable or proper for the accomplishment of such purposes.

VII. Since 1960, the Summer Circle and Kissing Camels Subdivision I Declarations have been supplemented by a number of recorded declarations, plats and other instruments. Like the original declarations, these instruments have, among other things, imposed covenants, conditions, easements, restrictions and reservations on parcels of real property within Kissing Camels Estates, have provided that all private roadways, if any, within the respective parcels would be owned and maintained by the Kissing Camels Property Owners Association, and that the provisions of the respective Declarations would be enforced by the Kissing Camels Property Owners Association. These Declarations have also provided that all owners of properties within these parcels would be members of, and pay assessments, dues and other fees to, the Kissing Camels Property Owners Association. The name and recording information for each of these instruments is set forth on Exhibit B-1, attached hereto (“**B-1 Declarations**”).

VIII. Since July 1, 1992, certain declarations, leases, plats and other instruments have been recorded which have created additional common interest communities within Kissing Camels Estates. These instruments have also imposed covenants, conditions, easements, restrictions and reservations on parcels of real property within Kissing Camels Estates, have provided that all owners of properties within these parcels be members of, and pay assessments, dues and other fees to, their own separate homeowners associations (as well as, either directly or indirectly, Kissing Camels Property Owners Association), and have provided that all private roadways, if any, within the

respective parcels would be owned and maintained by the respective subassociations themselves. The name and recording information for each of these instruments is set forth on Exhibit B-2, attached hereto (“**B-2 Declarations**”). The instruments described on Exhibit B-1 and Exhibit B-2 are hereinafter sometimes collectively referred to as the “**Original Declarations.**”

IX. In order to be governed by the terms and conditions of this Amended and Restated Declaration (hereinafter sometimes referred to as the “**Master Declaration**”), the requisite number of Owners whose Lots are encumbered by each of the Original Declarations must vote, pursuant to the terms and conditions of those instruments, in favor of submitting their properties to this Master Declaration.

X. The owners of real property subject to certain, but not all, of the B-1 Declarations have voted to amend and restate the B-1 Declarations in their entirety and hereby intend that, upon the recordation of this instrument, each such Original Declaration shall be fully and completely replaced and superceded by this Amended and Restated Declaration.

XI. The owners of real property subject to certain, but not all, of the B-2 Declarations have voted to amend and supplement the B-2 Declarations and hereby intend that, upon the recordation of this instrument, (i) all provisions of such B-2 Declarations shall remain in full force and effect, (ii) this instrument shall be considered a “Master Declaration” as more fully described herein, and (iii) the provisions of this Amended and Restated Declaration shall amend and supplement the provisions of such B-2 Declarations.

XII. **Schedule A to Exhibit A-2**, attached hereto and made a part hereof, sets forth (i) in the case of the B-1 Declarations, the legal descriptions of the properties contained within each of the Original Declarations amended, restated and superceded by this Master Declaration, or (ii), in the case of the B-2 Declarations, the legal descriptions of the properties contained within each of the Original Declarations supplemented by this Master Declaration. Only the Original Declarations specifically identified on Exhibits B-1 and B-2 as being amended, restated and superceded or, in the case of the B-2 Declarations, supplemented (together with such other of the B-1 and B-2 Declarations as may be duly amended, restated, superceded and/or supplemented at some time in the future as evidenced by a Recorded instrument), shall be amended, restated, superceded and/or supplemented by this Master Declaration. Until such time as any additional real properties subject to any Original Declaration shall be submitted to this Master Declaration, the only real property encumbered by this Master Declaration shall be the “Real Estate” described on Exhibit A-2, as the same may be amended from time to time.

ARTICLE 2 SUBMISSION/DEFINED TERMS

Section 2.1 **The Real Estate.** The real property described on Exhibit A-2, together with all easements, rights, and appurtenances thereto and the building and improvements thereon, together with any real property within the Corporate Area that may be subsequently added

(collectively the "**Real Estate**"), is subject to certain provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time (the "**Act**") and to the terms and conditions which follow. This common interest community was created for the purpose of protecting the value and desirability of the Real Estate, and for creating a common scheme of development throughout Kissing Camels Estates. As is true for the Original Declarations, this Master Declaration shall run with the land and shall be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof. All of the Real Estate shall be held or sold, and conveyed subject to the easements, restrictions, reservations, covenants and conditions contained in this Master Declaration.

Section 2.2 Defined Terms. Each capitalized term used in this Declaration shall have the meaning specified or used in the Act, unless otherwise defined in this Declaration. In supplementation of the definitions set forth in the Act, the following terms shall have the meanings set forth below:

2.2.1 "Act" shall mean the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101 *et seq.*, as the same may be amended from time to time.

2.2.2 "Architectural Control Committee" shall mean the committee created pursuant to Article 9 of this Declaration, for the purpose of establishing and enforcing written use and developmental restrictions, design guidelines, policies and procedures, and architectural controls over the Real Estate to assure the proper use and appropriate and harmonious development and improvement of all properties within Kissing Camels Estates.

2.2.3 "Articles of Incorporation" shall mean the Amended and Restated Articles of Incorporation for Kissing Camels Property Owners Association, Inc., a Colorado nonprofit corporation, which have been filed in the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.2.4 "Association" shall mean the Kissing Camels Property Owners Association, a Colorado nonprofit corporation, its successors and assigns.

2.2.5 "Association Properties" shall mean, collectively, all real and personal property, including Improvements: (i) which the Association has a contractual right to use, access, or occupy; (ii) which the Association maintains, holds or uses for the common use and enjoyment of all or certain of the members as provided herein and for other purposes as may be permitted by this Master Declaration; and (iii) all Common Elements. Association Properties may be established by a Recorded instrument, by dedication on a Plat, or by this Master Declaration and any amendments thereto.

2.2.6 "Bylaws" shall mean the Amended and Restated Bylaws of the Association, as the same may be amended from time to time.

2.2.7 "Common Elements" shall mean the property within or outside Kissing Camels Estates owned by, or leased or licensed to, the Association (excluding a Unit owned or leased by the Association) which property is: (i) dedicated to the Association in a Recorded Plat; (ii) described as being owned by the Association in notes on a Recorded Plat; or (iii) conveyed to the Association by recorded deed. The term "Common Elements" also includes: (i) all personal and real property, (ii) rights to use facilities within Kissing Camels Estates, and (iii) all Recreational Facilities owned by or leased or licensed to the Association or which the Association has a contractual right to use.

2.2.8 "Common Expenses" shall mean all charges levied by and for the benefit of the Association, pursuant to the Governing Documents, including, but not limited to: (i) annual costs and expenses of the Association resulting from owning, leasing, using, maintaining, or otherwise controlling the Association Properties, the Common Elements and other real property; (ii) expenses incurred by the Association pursuant to Section 6.5; (iii) large, single item expenditures of the Association (including but not limited to, capital expenditures and "Special Assessments," as defined in Section 6.7); and (iv) amounts necessary to fund reserves pursuant to Section 6.11 below.

2.2.9 "Common Expense Assessment" or "Assessment" shall mean, in addition to the definition included in the Act, these terms shall include the following items levied against a particular Owner or Unit: (i) the Owner's allocated interest in the Common Expenses; (ii) late charges, attorneys' fees, fines, and interest charged by the Association at the rate as determined by the Executive Board; (iii) charges against a particular Owner and the Unit for the purpose of reimbursing the Association for expenditures and other costs of the Association in curing any violation of the Governing Documents by the Owner or Related Users; (iv) charges levied against an Owner pursuant to Section 6.6 due to Owner's negligence or misconduct ("Default Assessment"); and (v) any sums permitted by the Governing Documents or the Act to be assessed against a particular Owner or Unit.

2.2.10 "Common Expense Liability" shall mean each Owner's allocated share of liability for payment of Common Expenses.

2.2.11 "Community Recreation Center" or "Community Recreation Center at Kissing Camels Estates" shall mean the recreational facilities separately owned by Hill Development Corporation and/or its affiliated entities and presently operated and managed under contract with the Kissing Camels Club. Usage of the Community Recreation Center may be conditioned upon payment by an Owner of any usage or membership fees imposed from time to time, and may be further conditioned upon compliance with all rules and regulations of the facilities.

2.2.12 "Corporate Area" shall mean that certain real property described in the original Certificate of Incorporation of Kissing Camels Property Owners Association, as the same is amended and/or restated from time to time. The legal description of the Corporate Area, as presently described in the Amended and Restated Articles of Incorporation of Kissing Camels Property Owners Association, is set forth on Exhibit A-1, attached hereto.

2.2.13 "Declarant" shall mean Hill Development Corporation, a Delaware corporation. Hill Development Corporation has succeeded to all rights of any other declarant named in the B-1 Declarations.

2.2.14 "Design Guidelines" shall mean, collectively, any and all written design and development guidelines, construction standards and application and review procedures which shall apply to all design, development and construction activities within the Real Estate.

2.2.15 "Executive Board" or "Board" shall mean the governing body of the Association, as that term is defined in the Act, formerly referred to as the "Board of Trustees."

2.2.16 "Expansion Area" shall mean that portion of the Corporate Area not presently included within the Real Estate, but which may in the future be included within the Real Estate pursuant to this Master Declaration. At the time this Master Declaration is recorded, the Expansion Area is described on Exhibit C, attached hereto and incorporated herein.

2.2.17 "Golf Course" shall mean the Kissing Camels Club, and any other contingent or non-contingent parcel of real property located within the Corporate Area and used in connection therewith (but which, at the time this Master Declaration is Recorded, is not included within the Real Estate), designated as a golf course and described as such on any Plat including, but not limited to, any club house and related facilities such as parking lots, maintenance areas, swimming pools, tennis courts and other health or recreational facilities. Such parcel of real property may be included within the Real Estate in the future in accordance with the development rights to expand reserved in the Original Declarations and restated herein. Ownership of a Unit does not and will not imply permission to use any of these facilities, and the use in any manner without express permission will constitute a trespass, subject to civil and criminal remedies.

2.2.18 "Governing Documents" shall mean, collectively, those documents which govern the operation of the Association, including: (i) the Articles of Incorporation, (ii) the Bylaws, (iii) any Rules (including any Design Guidelines), policies and procedures duly adopted by the Executive Board or any committee thereof, (iv) the Original Declarations (except to the extent the same are amended, supplemented or superseded by this instrument), and (v) this Master Declaration, as one or more of the same may be amended from time to time. Each and every provision of the Governing Documents shall be incorporated herein by reference as though set forth in full. When used in connection with a Subassociation, "Governing Document" shall mean those same documents as noted above which govern the operation of the Subassociation.

2.2.19 "Improvements" shall mean all structures and any appurtenances thereto or components thereof of every type or kind, and of every use (including, but not limited to, replacement, refinishing, resurfacing, and repair of existing Improvements) to be constructed within the Real Estate, including but not limited to, dwelling units, buildings, outbuildings, swimming pools, patio covers, awnings, painting or other finish materials of any exterior, surfaces of any visible structure, additions, walkways, bicycle and/or equestrian trails, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures,

landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, and exterior air conditioning and water softener fixtures; *and specifically excluding* all facilities owned and operated by the Association and any Golf Course. The definition of this term may be expanded by provisions in Supplemental Declarations.

2.2.20 "Kissing Camels Estates" is the name of the common interest community originally created by the Summer Circle Declaration and the Kissing Camels Subdivision I Declaration, as supplemented and amended by the other Original Declarations and this Master Declaration.

2.2.21 "Local Common Area" shall mean any portion of the Real Estate designated by any Recorded instrument prepared pursuant to Section 3.2 and designated as "Local Common Area", which is for the primary use and benefit of the Owners of Units within such portion of the Real Estate. Such Local Common Area may be: (i) within a common interest community such as those described in the B-2 Declarations or such other common interest community that is hereafter created, and therefore owned by a Subassociation in which all such Owners shall be entitled to membership; or (ii) owned separately by individual Owners who may have reciprocal easements, and over which a Subassociation may have an easement for access, maintenance or other purposes.

2.2.22 "Major Developer" shall mean any Person designated as such by in an instrument evidencing annexations of additional property, and who purchases: (i) a portion of the Real Estate; or (ii) multiple Units for the purpose of constructing Improvements thereon and for resale to the general public. All Major Developers are also Owners.

2.2.23 "Master Declaration" or "Declaration" shall mean this instrument, as it may be amended and/or supplemented from time to time.

2.2.24 "Master Plan" shall mean the overall Master Plan approved by the City of Colorado Springs relating to the Real Estate. The Master Plan is a general proposal for future development of all real property within the Corporate Area, is not meant to be exact and is subject to modifications. Ownership of a Unit implies a knowledge and acceptance of the existing Master Plan and an acquiescence in its future modification, so long as said modification does not adversely affect the overall stated objectives and purposes of this Declaration.

2.2.25 "Notice of Annexation" shall mean a written, Recorded instrument which annexes property to this Master Declaration.

2.2.26 "Owner" shall mean any Person who holds record title to a Unit (including Owners of Units within Subassociations created on leasehold property).

2.2.27 "Party Walls" shall mean each wall which is built as a part of the original construction of a Unit and placed on or about the horizontal or vertical boundary line between two Units. To the extent not inconsistent with the provisions of this Declaration and the Act, the general

rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2.2.28 "Person" shall mean a natural person, a partnership or any other legal entity organized pursuant to, or authorized to do business in accordance with, the laws of the State of Colorado.

2.2.29 "Plat" shall mean, collectively, any and all plats, maps or drawings for all or any portion of the Corporate Area, as the same may be amended from time to time.

2.2.30 "Real Estate" shall mean the real property described on Exhibit A-2, attached hereto, which is subject to this Master Declaration, together with any real property which hereafter becomes subject to this Master Declaration pursuant to the expansion rights reserved in this Declaration and/or in the Original Declarations, together with all easements, rights, and appurtenances thereto and the buildings and Improvements erected or to be erected thereon.

2.2.31 "Recorded" shall mean the filing for record of any document in the real estate records in the office of the Clerk and Recorder of El Paso County, Colorado.

2.2.32 "Recreation Facilities" shall mean one or more recreational Improvements on a portion or portions of the Association Properties, including but not limited to, any recreation center operated and managed under contract with the Kissing Camels Golf Club. Usage of any Recreation Facility may be conditioned upon payment by such Owner of any usage or membership fees imposed from time to time, and may be conditioned upon compliance with all rules and regulations of the facilities.

2.2.33 "Related User" shall mean any Person who: (i) resides with an Owner within the Real Estate; (ii) is a guest or invitee of an Owner; or (iii) is an occupant, tenant or contract purchaser of Improvements on a Unit, and any family member, guest, invitee or cohabitant of any such Person.

2.2.34 "Rules" shall mean all rules, regulations, policies, procedures, covenants, guidelines, conditions, standards and restrictions of the Association, in general, and the Architectural Control Committee, by example, as the same may be duly adopted and amended from time to time by the Executive Board and/or any committee thereof, pursuant to the Act and the Bylaws.

2.2.35 "Security Interest" shall mean an interest in real property or personal property created by contract or conveyance which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation. A "**First Lien Security Interest**" means a Security Interest which is subject only to governmental liens, the lien for real property taxes, a portion of the Common Expense Assessment, and other liens made superior by Colorado law.

2.2.36 “Security Interest Holder” shall mean any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest. A “**First Lien Security Interest Holder**” means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any First Lien Security Interest.

2.2.37 “Subassociation” shall mean any unit owners association organized and established or authorized pursuant to the Act and one or more Supplemental Declarations, the membership of which is composed of Owners of Units within the real property described within the B-2 Declarations or within real property described by a Supplemental Declaration which is included in the Expansion Area. At the time this Master Declaration is Recorded, Courtyard at Kissing Camels Estates Homeowners Association, Inc., Camels Ridge Townhomes Homeowners Association, The Park at Kissing Camels Estates Homeowner’s Association, Inc., and The Greens at Kissing Camel Estates Townhomes Homeowners Association, Inc. are Subassociations.

2.2.38 “Supplemental Declaration” shall mean a written, Recorded instrument containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof, which the Declarant may record to add all or any portion of the Expansion Area to the Real Estate.

2.2.39 “Transferee Declarant” shall mean a successor or assign of the Declarant (including, but not limited to, a Major Developer) who is designated by the Declarant to receive and who specifically assumes and agrees to discharge, certain Development Rights, Special Declarant Rights, Additional Reserved Rights or such other rights and duties granted to Declarant and specifically set forth in a written assignment executed, acknowledged and Recorded.

2.2.40 “Unit” shall mean any parcel of real property within the Real Estate which is shown upon any Recorded Plat, or any other parcel of land within the Real Estate which may be sold or conveyed without violation of the provisions of Colorado law pertaining to the subdivision of land regardless of whether the land is owned or leased, but shall not include: (i) the Association Properties; or (ii) any Local Common Area; or (iii) Golf Course.

ARTICLE 3

DESCRIPTION OF THE COMMUNITY

Section 3.1 Role of the Association. The Association owns, operates and controls certain property within the Corporate Area. Property owned, operated or controlled by the Association may be conveyed, leased or licensed to, and subjected to easements created for the benefit of, certain Persons. Conveyance, leasing, licensing and the granting of easements shall be accomplished by a written instrument executed by the Executive Board on behalf of the Association, in accordance with applicable Colorado law, and shall be duly Recorded.

Section 3.2 Development of Kissing Camels Estates -- Supplemental Declarations. Before portions of the Expansion Area are conveyed by Declarant to Owners other than Declarant, Supplemental Declarations for such portions may be Recorded which supplement the covenants,

conditions and restrictions contained in this Master Declaration. Upon recordation of a Supplemental Declaration, the property covered thereby shall be subject to all of the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Master Declaration, except to the extent specifically stated in the Supplemental Declaration.

The Declarant may record a Supplemental Declaration which may create a common interest community within Kissing Camels Estates and, if so, shall provide for a Subassociation within the property described in the Supplemental Declaration and for the right of the Subassociation to levy assessments against such Owners.

Section 3.3 Creation of Units. Units shall be deemed created: (i) in the case of Units which do not contain horizontal boundaries, by Recording a Supplemental Declaration; and (ii) in the case of Units which contain horizontal boundaries, upon the date a certificate of occupancy is issued for the Improvements constructed within such Unit.

Section 3.4 Title to Units/Identification. The identification number of each Unit is shown on the Plat. Every contract for sale, deed, lease, security interest, will or other legal instrument shall legally describe a Unit by its identifying number followed by the name of the subdivision, planned community, or condominium. Reference to a "declaration," "map," or "plat" in any instrument shall be deemed to include any supplements or amendments to this Declaration and the Plat, without specific references thereto.

Section 3.5 Horizontal Unit Boundaries. Upon substantial completion of a Unit having horizontal boundaries, the boundaries will be located as shown on the Plat, and shall depict both horizontal and vertical boundaries.

Section 3.6 Unit Maintenance. Except as may otherwise be provided in a Supplemental Declaration, each Owner is responsible for the maintenance, repair and replacement of the Improvements and properties located within his or her Unit.

Section 3.7 Association Properties. Common Elements and Improvements to Association Properties may be constructed by the Declarant or by the Association. Declarant may convey easements, licenses, rights to use or title to the Association Properties by one or more deeds or other instruments to the Association. All Association Properties are intended for common use by the Owners and Related Users and not for the use of the general public.

ARTICLE 4 **EASEMENTS**

Section 4.1 Easement for Encroachments. If any portion of an Improvement encroaches upon the Association Properties or Local Common Area, or upon any adjoining Unit, including any future encroachments arising or resulting from erosion of subsidence, or from the repair or reconstruction of an Improvement subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of

same, so long as it stands, shall and does exist for such encroachment; provided, however, that no such easement shall be deemed to exist for an encroachment of Improvements from a Unit upon any other Unit, the Association Properties or Local Common Area when such encroachment is negligently or willfully created.

Section 4.2 Maintenance Easement. An easement to perform its maintenance obligations pursuant to this Declaration is hereby granted to the Association, its officers, agents, employees and assigns, upon, across, over, in and under the Real Estate, together with the right to make such use of the Real Estate as may be necessary or appropriate in carrying out such maintenance.

Section 4.3 Utilities. Declarant hereby creates and reserves to itself until Declarant has sold the last Unit to an Owner other than Declarant, and, thereafter, to the Association, a blanket easement upon, across, over and under the Real Estate for access, utilities, drainage and the installation, replacement, repair and maintenance of utilities, including but not limited to water, sewer, wastewater treatment, effluent irrigation systems, gas, telephone, electricity and master television antenna or cable systems, if any. By virtue of this blanket easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment and appurtenances on the Real Estate and to affix, repair, and maintain water, treated waste water, effluent irrigation and sewer pipes, gas, electric, telephone and television wires, circuits, conduits and meters. If any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate right and authority, the Declarant shall be entitled to grant such easement upon, across, over or under any part or all of the Real Estate without conflicting with the terms hereof; provided, however, that such right and authority shall be transferred and shall devolve upon the Association upon conveyance by Declarant of the last Unit to the first Owner thereof (other than Declarant). The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other Recorded easement on the Real Estate.

Section 4.4 Easements for Telecommunications Services. Declarant hereby creates and reserves to itself until Declarant has sold the last Unit to an Owner other than Declarant, and, thereafter, to the Association, an easement to provide infrastructure, systems, lines, conduit and equipment over and across all of the Real Estate, for the provision of telecommunications services. The Declarant may, at its sole election, execute such other and further instruments as are necessary to effectuate this easement. Additionally, at Declarant's sole option, it may assign all or any portion of the rights granted by this easement, to any Person, including, but not limited to, the Association. Notwithstanding the foregoing, with respect to Units which have been conveyed to a party other than the Declarant, this easement right shall be exercised only in such a way that the exercise of such right shall not materially diminish the value of, or unreasonably interfere with the use of, any Unit without the Owner's consent, and the Owner is reasonably compensated for any actual damage to such Owner's Unit caused by the exercise of any such easement right.

Section 4.5 Joint Access Drives. Certain driveways within the Corporate Area located partially on portions of two (2) adjacent Units, for the purpose of providing vehicular access to each of such Units and the Improvements thereon are "Joint Access Drives". The Declarant hereby reserves over each of such Units upon which any portion of a Joint Access Drive may now or

hereafter be located ("Burdened Lot"), a perpetual, non-exclusive easement running with the land for the benefit of the adjacent Unit upon which the other portion of such Joint Access Drive is located ("Benefitted Lot"), for pedestrian and vehicular access, ingress to and egress from the Benefitted Lot, on, over and across those portions of the Joint Access Drive located on the Burdened Lot and which provide access to the Benefitted Lot ("Driveway Easement"). Each Driveway Easement shall be exclusively for the use of the Owners of the Benefitted Lot, and their Related Users (any one or more of whom shall hereafter be referred to as a "permitted party"). However, no Driveway Easement shall be used in any manner by any permitted party in such a way as to interfere unreasonably with use of such Driveway Easement by any other permitted party. Without limiting the generality of the foregoing, no vehicle or object shall be placed, parked, stored or located on any portion of a Driveway Easement so as to block, impede or impair access on, over or across such Driveway Easement. Maintenance, repair and replacement of the improvements of each Driveway Easement including, without limitation, snow removal, shall be the joint responsibility and obligation of the Owners of the Burdened Lot and Benefitted Lot to which such Driveway Easement is appurtenant, and the cost thereof shall be shared equally by such Owners; provided, however, that any maintenance, repair or replacement necessitated by the negligent or willful act or omission of a permitted party may entitle an Owner to demand from another Owner a larger contribution. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to and shall run with the land, and shall pass to such Owner's successors in title.

Section 4.6 Emergency Easements. A nonexclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or Persons, now or hereafter servicing Kissing Camels Estates, to enter upon any part of the Real Estate in the performance of their duties.

Section 4.7 Drainage Easements. An easement is hereby granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in an under any portion of the Real Estate subject to this Declaration for the purpose of changing, correcting or otherwise modifying the grade of the Real Estate, the Units or drainage channels so as to improve the drainage of water. Said easements shall be deemed to also include easements for the collection of storm water runoff. Every Unit and the Common Elements shall be burdened with easements for natural drainage of storm water runoff from other portions of the Corporate Area; provided, no Person shall alter the natural drainage on any Unit so as to materially increase the drainage of storm water onto adjacent portions of the Corporate Area without the consent of the Owner of the affected property.

Section 4.8 Golf Course Easements. The following easements ("Golf Course Easements") exist for the benefit of any Person or entity operating or owning the Kissing Camels Club, the Garden of the Gods Club, or any other Golf Course and such Golf Course Easements as may be designated as such on a Plat or other real property within the Corporate Area which may be developed as part of the Golf Course for purposes of landscaping or the placement of Improvements. In addition to such easements:

4.8.1 No Improvement shall be placed within a Golf Course Easement without the prior written consent of the owner of the Golf Course.

4.8.2 All of the Real Estate is burdened with an easement permitting golf balls unintentionally to come upon Units, and Common Elements and for golfers at reasonable times and in a reasonable manner to come upon the Common Elements, and Units, to retrieve errant golf balls; provided, however, if any Unit is fenced or walled, the golfer shall seek the Owner's permission before entry. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Declarant, the Association or Owners, the owners and operators of the Golf Course, or their successors, successors-in-title to the Golf Course, or assigns, any successor Declarant, any builder or contractor (in their capacities as such), any officer, director or partner of any of the foregoing.

4.8.3 The owner of the Golf Course, its respective agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Elements or Local Common Areas reasonably necessary to the operation, maintenance, repair and replacement of the Golf Course.

4.8.4 Units or Common Elements immediately adjacent to the Golf Course are hereby burdened with a non-exclusive easement in favor of the Golf Course for overspray of potable and non-potable water from any irrigation system serving the Golf Course. All Owners acknowledge that the Golf Course has the absolute right, at all times, to irrigate with nonpotable water. Under no circumstances shall the Association or the owners of the Golf Course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

4.8.5 The owner of a Golf Course, its respective successors and assigns, shall have a perpetual, exclusive easement of access over the Corporate Area for the purpose of retrieving golf balls from bodies of water within the Association Properties or Local Common Areas lying reasonably within range of golf balls hit from the Golf Course.

4.8.6 The Declarant reserves the right to grant or deed such easement rights to the Person operating or owning the Golf Course, and to impose such additional restrictions on the Golf Course Easements and the Golf Cart Path Easements (described below), as at that time, and from time to time, may be reasonably required to effectuate the purposes of such easements. The reservation of the Golf Course Easements and the Golf Cart Path Easements is made for the benefit of Declarant, the operators of the Golf Course, the members and invited guests of the golf club associated with the Golf Course, and for associated managements, maintenance, and service personnel, for golf course and related recreational purposes.

Section 4.9 Golf Cart Path Easement. Golf cart path easements ("Golf Cart Path Easements") may be as shown upon any Recorded Plat, may be established pursuant to the provisions of this Master Declaration, or granted by authority reserved in any recorded document. Golf Cart Path Easements may be used for golf cart paths, pedestrian walkways, maintenance and vehicle access, and unhindered access between said paths and the Golf Course. Without the prior

written consent of the owner of the Golf Course, nothing shall be placed or maintained in any Golf Cart Path Easement which shall interfere with utilization thereof as a playable part of the Golf Course.

Section 4.10 Utility, Map and Plat Easements. Easements for utilities and other purposes over and across the Units and Association Properties may be as shown upon a Recorded Plat, may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any Recorded document.

Section 4.11 Easements for the Executive Board and Owners. Each Unit shall be subject to an easement in favor of the Executive Board (including its agents, employees and contractors) and to each Owner to allow for their performance of obligations in this Declaration.

Section 4.12 Easement for Enforcement. In addition to all rights and remedies of the Association pursuant to the Governing Documents, the Executive Board and its duly authorized agents shall have an easement over, upon and across each Unit and all Local Common Areas for the purposes of curing any violation of the Governing Documents occurring within a Unit or the Local Common Area including the removal of any Improvement placed or erected in violation of Article 9 below. The right of entry set forth in this Section may be without prior notice to ascertain the nature or confirm the existence of such violation; provided, however, prior to removing or causing to be removed any real or personal property from any Unit or Local Common Area, the Association shall first provide notice of its intentions and an opportunity for such Owner or representative on behalf of a Local Common Area, to be heard.

Section 4.13 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of access to their Unit and of enjoyment in and to any Association Properties and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

4.13.1 The right of the Executive Board to exercise the easement for enforcement pursuant to Section 4.12 above.

4.13.2 The right of the Executive Board to promulgate and publish Rules with which each Owner and Related User shall strictly comply.

4.13.3 The right of the Executive Board to grant variances from compliance with Governing Documents when, in the Executive Board's opinion, circumstances so require.

4.13.4 The right of the Executive Board to suspend the voting rights and rights to use the Association Properties by any Owner for any period during which any Assessment against their Unit remains unpaid and during any period in which an Owner is in violation of any other provision of this Declaration or any other Governing Document of the Association or any Subassociation.

4.13.5 The right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication, transfer or conveyance or grant of any similar interest affecting the Common Elements.

4.13.6 The right of the Association to close or limit the use of the Association Properties while maintaining, repairing and making replacements in the Association Properties.

4.13.7 The Development and Special Declarant Rights of the Declarant reserved in this Declaration.

Section 4.14 Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Association Properties to Related Users.

Section 4.15 Easements Deemed Created. All conveyances of Units or Parcels made after the date of this Declaration is Recorded, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article even though no specific reference to such easements or to this Declaration appears in the instrument for such conveyance.

ARTICLE 5

ASSOCIATION OPERATIONS

Section 5.1 General Authority. All business and affairs within Kissing Camels Estates shall be managed by the Association. The Association shall be governed by the applicable provisions of the Act and other laws of the state of Colorado, this Declaration and all other Governing Documents. The number, term, and qualifications of members of the Executive Board shall be fixed in the Articles and Bylaws. The Executive Board may, by resolution, delegate portions of its authority to committees, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Executive Board of the ultimate responsibility for management of affairs of the Association. The Executive Board may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Executive Board of final responsibility. All Owners and Related Users shall be deemed to have assented to, ratified and approved the powers granted to the Association, in general, and the Executive Board, specifically, as set forth in this Article and elsewhere in the Governing Documents.

Section 5.2 Powers; Duties. The Association, acting by and through its Executive Board and/or any duly authorized committee thereof, unless otherwise required by the Act or the Governing Documents, shall have the following powers and duties:

5.2.1 The Association shall have the powers and duties to act on behalf of all Owners within the Corporate Area, whether or not they are also members of common interest communities (i.e. Subassociations), and only in this regard shall be considered a "master association" pursuant to Section 103(20) of the Act.

5.2.2 The Association shall have all of the powers, authority and duties permitted to be exercised by a unit owners association pursuant to Section 301 of the Act, including, specifically, all powers enumerated in Section 302(1)(b) of the Act, and such powers shall be incorporated by this reference.

5.2.3 The Association shall have all of the powers, authority and duties necessary and proper to manage the business affairs of the Association and all activities within Kissing Camels Estates, including the power to promulgate and publish Rules with which each Owner and Related User shall strictly comply.

5.2.4 The Association shall have all of the powers, authority and duties necessary and proper to own, operate, manage, lease, encumber, maintain, repair, reconstruct, replace, improve, and otherwise deal with the Association Properties.

5.2.5 The Association shall have the irrevocable right to have access to each Unit, or any portion of a Unit, from time to time during reasonable hours to the extent deemed necessary for the maintenance, repair or replacement of any Association Properties, if any, to be maintained by the Association, and at any time and by force, if necessary, to prevent damage to any real or personal property within Kissing Camels Estates; provided, however, the Association shall exercise this right for purposes of access to the interior of any Improvement only in the event of an emergency.

5.2.6 The Association may undertake any activity, function or service for the benefit of, or to further the common interests of the Owners.

5.2.7 The Association shall have the absolute right to engage a professional property manager as more particularly provided in the Association's Bylaws.

5.2.8 The Association may assign its future income, including its rights to receive Common Expense Assessments, upon the affirmative vote of the Owners of Units to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

5.2.9 Subject to the rights of the Declarant set forth in this Master Declaration, and in accordance with the provisions hereof and in furtherance of the best interests of the Owners and the Association, the Association shall establish such written procedures, policies, guidelines and/or controls as it deems necessary to ensure the proper use, development, improvement and maintenance of real and personal property within Kissing Camels Estates including, but not limited to, set-back requirements, height restrictions, and minimum square footage requirements of Improvements, as well as Design Guidelines and/or other Rules.

5.2.10 The Association shall appoint individuals to serve on the Architectural Control Committee.

5.2.11 The Association shall have complete authority and control to issue and amend restrictions on the use, development and occupancy of the Units in addition to those contained in this Declaration.

Section 5.3 Duty to Accept Property and Facilities Transferred by Declarant. The Association shall accept title to any property, including any Improvements thereon, personal property transferred to the Association by Declarant and equipment related thereto, together with the responsibility to perform any and all functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Declarant may include fee simple interests, easements, leasehold interests and contractual rights or licenses to use property. Any property or interest in property transferred to the Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Executive Board, be transferred to the Association free and clear of all liens (other than the lien of property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration and any Supplemental Declaration applicable thereto.

Section 5.4 Power to Provide Special Services for Owners. The Association shall have the power to provide services to an Owner or group of Owners. Any service or services to an Owner or group of Owners shall be provided pursuant to an agreement in writing, or through one or more Supplemental Declarations, which shall provide for payment to the Association by such Owner or group of Owners of the costs and expenses which the Association incurs in providing such services, including a fair share of the overhead expenses of the Association, and shall contain provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Owner or group of Owners, and that the payment for such services shall be secured by a lien on the Unit or Units of the Owner or group of Owners and may be collected in the same manner as an Assessment, or, if the written agreement so provides, in installments as part of the Common Expense Assessments.

Section 5.5 Power to Operate and Charge for Facilities and Services. The Association shall have the power to acquire, create, own and operate any and all such facilities and services as it deems appropriate, including, without limitation, landscape maintenance, refuse collection and courtesy patrols, or any other similar or dissimilar function, and to establish charges for the use of facilities and services. The charges may include admission, rental or other fees and charges for any use of property, facilities or services of the Association. Such charges or fees shall be as determined from time to time by the Executive Board.

Section 5.6 Power to Grant Easements. The Association shall have the power to grant access, utility, drainage, water facility and any other easements in, on, over or under the Real Estate for any lawful purpose, including without limitation, the provision of emergency services, utilities, telephone, television or other uses or services to some or all of the members.

Section 5.7 Membership in Association. Each Owner shall be a member of the Association. An Owner shall automatically be the holder of the membership appurtenant to such Owner's Unit, and the membership shall automatically pass with fee simple title to the Unit.

Section 5.8 Election of Executive Board Members. During development of the Corporate Area, Declarant shall have the right to retain control of the Executive Board (“**Period of Declarant Control**”). It is expected, however, that the Declarant will provide for the election of some Owners as members of the Executive Board during the Period of Declarant Control. Upon the termination of the Period of Declarant Control, all Owners casting one vote allocated to each Unit shall elect the members of the Association Executive Board. The Period of Declarant Control shall terminate as of the date the Declarant conveys all real property (upon which Units have been or may be created) within the Corporate Area to an Owner other than the Declarant or a Major Developer.

Section 5.9 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Real Estate, the Association shall not be liable to Owners for injury or damage other than for the cost of maintenance and repair, caused by any latent condition of the Real Estate. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations, improvements or other activities done by or on behalf of any Owner regardless of whether or not same shall have been approved by the Association. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other Person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to his Unit, agrees not to seek damages from the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted) damages, expenses and liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder. The Association also shall not be liable to any Owner or Related User or to any other Person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

Section 5.10 Restrictions Upon Exercise of Rights by Association. **Notwithstanding any other provision hereof to the contrary, the Association shall not have the authority (whether by this instrument or otherwise) to countermand, vary, deny or override in any manner the provisions of the Governing Documents of any Subassociation; provided, however, the foregoing shall not limit in any way the Association's right, power and authority to adopt and implement any covenant, condition, restriction, procedure, policy, rule, regulation, guideline**

or control (whether contained in this instrument, in any Rules, Design Guidelines, Construction Standards or Use, Maintenance and Living Environment Standards, or elsewhere) so long as the same does not specifically conflict with the provisions of any such Subassociation's Governing Document.

ARTICLE 6
COVENANT FOR COMMON EXPENSE ASSESSMENT

Section 6.1 Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments. Each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay Assessments to the Association pursuant to the Governing Documents. Such Assessments shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became due. The Assessments shall be a charge on each Unit and shall be a continuing statutory lien upon the Unit against which each such Assessment is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Executive Board is not properly exercising its duties and powers under this Declaration.

Section 6.2 Computation of Annual Assessment. The Common Expense Assessment is made on an annual basis against all Units based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. Common Expense Assessments shall be due and payable annually or in periodic installments, or in any other manner, as determined by the Executive Board. The Executive Board may also elect to accelerate the installments remaining for such Assessment year, pursuant to Section 6.9 below. The omission or failure of the Executive Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligations to pay.

Section 6.3 Commencement of Common Expense Assessments. Common Expense Assessments shall be collected by the Executive Board or its agent. Common Expense Assessments commence as follows:

6.3.1 In the case of Units which do not contain horizontal boundaries, liability for payment of Common Expense Assessments shall begin on the date the Unit is added to Kissing Camels Estates, subject to the provisions of Article 12 below.

6.3.2 In the case of Units which contain horizontal boundaries, liability for payment of Common Expense Assessments shall begin on the date a certificate of occupancy is issued for the Improvements constructed within such Unit.

Section 6.4 Apportionment of Common Expenses. Common Expenses shall be assessed against all Units in accordance with the Allocated Interests set forth in Article 12 of this Declaration, except as provided below:

6.4.1 Any Common Expense associated with the maintenance, repair or replacement of components and elements with or serving one or more Units may be assessed against that or those Units.

6.4.2 Any Common Expense for services provided by the Association to an individual Unit at the request of the Owner may be assessed against that Unit.

6.4.3 Any Common Expense for services provided pursuant to Section 11.3 shall be allocated to such Owner or class of Owner.

6.4.4 Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

6.4.5 An assessment to pay a judgment against the Association may be made only against the Units in the Real Estate at the time the judgment was entered, in proportion to their Common Expense liabilities.

6.4.6 If a Common Expense is caused by the misconduct of an Owner, the Association may assess that expense exclusively against that Owner and their Unit.

6.4.7 Fees, charges, taxes, impositions, late charges, fines, collection costs and interest charged against an Owner pursuant to this Section are enforceable as Common Expense Assessments.

Section 6.5 Purpose of Assessments. In addition to such other purposes as set forth in the Act, Assessments shall be used for the purposes of promoting the health, safety, and welfare of residents within Kissing Camels Estates, and, in particular:

6.5.1 To provide for a Common Expense Assessment made on an annual basis against all Units based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year;

6.5.2 To enforce all provisions of the Governing Documents;

6.5.3 To exercise all rights and powers and to discharge all duties and obligations pursuant to the Act and the Governing Documents;

6.5.4 To discharge all expenses incurred by the Association in the alteration, improvement, construction, reconstruction, repair, maintenance or replacement of the Common Elements and all Improvements located thereon and property related thereto; and

6.5.5 To fund any operating deficit or reserves the Association deems necessary to meet its financial obligations.

Section 6.6 Default Assessment. In the event that the need for maintenance, repair, or replacement of the Association Properties, or any portion thereof, is caused by or in any way results from the negligent or willful act or failure to act, or the misconduct of an Owner or an Owner's Related User, then the expenses, costs, and fees incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner, and such obligation shall be considered a Default Assessment, collectible as a Common Expense Assessment.

Section 6.7 Special Assessments. The Association may at any time, from time to time, determine, levy and assess a Special Assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, payments for any operating deficit and/or unbudgeted costs, fees and expenses of any construction, reconstruction, repair, demolition, replacement or maintenance of a capital improvement and any fixtures or personal property related thereto, and any acquisition of real property. Any such Special Assessment shall be due and payable as determined by the Executive Board. The term "capital improvements," as used herein, shall mean the construction, erection, installation, maintenance, repair or replacement of Association Properties (including those which may hereafter be constructed, erected or installed on the Real Estate). Notice in writing setting forth the amount of such Special Assessment per Unit and the due date for payment thereof shall be given to the Owners not less than thirty (30) days prior to such due date.

Section 6.8 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Unit except: (i) liens for real estate taxes and other governmental assessments or charges against the Unit; and (ii) a First Lien Security Interest on the Unit (except the Association's lien shall be prior to all First Lien Security Interests to the extent provided for in the Act with regard to the Association's limited lien priority). This Section does not affect the priority of mechanics or materialmen's liens. The lien of the Association under this Article is not subject to the provisions of any Homestead exemption as allowed by state or federal law. Sale or transfer of any Unit shall not affect the lien for said Assessments except that the sale or transfer of any Unit pursuant to foreclosure of any First Lien Security Interest or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment as provided by applicable law; and further provided that any costs, expenses, attorneys' fees or funds advanced by the Association in connection with such proceeding or foreclosure shall be added to the amount of the lien of the Association. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Unit from continuing liability for any Assessment charges thereafter becoming due nor from the lien thereof.

Section 6.9 Effect of Non-Payment of Assessments. Any Assessment provided for in this Declaration, or any installment thereof, which is not fully paid within ten (10) days after the due date thereof, shall bear interest at the rate of twenty-one percent (21%) per annum or at such lesser rate as may be set by the Executive Board from time to time from the due date, and the Association may assess a monthly late charge thereon. Failure to make payment within the sixty (60) days of the due

date thereof shall cause the total amount of such Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, or any monthly or other installment thereof, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefor. The Association's costs of suit, expenses and reasonable attorneys' fees incurred simply by virtue of the failure of the Owner to timely pay Assessments when due, including attorneys' fees and costs for preparing and recording any lien notice, and the Association's costs of suit, expenses and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings, shall be taxed by the court as a part of the costs of any such action or foreclosure proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of such Owner's Unit. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessments, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, and cast the votes appurtenant to such Unit, and to convey or otherwise deal with the same. The grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the Unit which accrued prior to the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Whether or not the Association forecloses its lien, it may apply for the *ex parte* appointment of a receiver for a Unit and the Owner of such Unit shall be liable for all costs and expenses in securing and maintaining this appointment, including receiver's fees, attorney's fees, and costs.

Section 6.10 Application of Payments. Any payments received by the Association from a delinquent Owner shall be applied first to any interest accrued on the delinquent installments as aforesaid, then to any costs and reasonable attorneys' fees incurred in collection or in enforcing terms or conditions of the Governing Documents, and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

Section 6.11 Reserves/Surplus. The Association shall establish an adequate reserve fund for the maintenance, repair and replacement of those Common Elements that must be periodically maintained, repaired or replaced. Such reserve fund shall be funded through payments of the annual Common Expense Assessments. Any surplus funds derived from Assessments shall be transferred to the reserve fund or used for Association operations during the next fiscal (i.e. Assessment) year, in the Executive Board's sole discretion. In no event shall any surplus funds be distributed to Owners. Each Owner by acceptance of the deed to the Owner's Unit, for each fiscal year of the Association in which such Unit is owned, hereby authorizes and directs the Executive Board, in its sole discretion, to either use such surplus during the next fiscal year or to transfer to the reserve fund.

ARTICLE 7
MAINTENANCE

Section 7.1 Association's Responsibility. Notwithstanding ownership, the Association shall maintain and keep in good repair:

7.1.1 All roadways, sidewalks and thoroughfares dedicated to the Association by one or more of the Plats;

7.1.2 All roadways, sidewalks and thoroughfares conveyed to the Association;

7.1.3 All Recreation Facilities owned by or leased or licensed to the Association or which the Association has a contractual right to use and which the Association is responsible for the maintenance;

7.1.4 All landscaping and other flora, signage, structures and similar Improvements situated upon the Common Elements;

7.1.5 All landscaping and other flora, signage, structures and similar Improvements, and areas for drainage located within easements;

7.1.6 Perimeter fencing on or near boundaries of all or a portion of the Corporate Area;

7.1.7 Any property within any portion of the Kissing Camels Estates, in addition to that designated by any Supplemental Declaration, either by agreement with a Subassociation or because, in the opinion of the Executive Board, the level and quality of service then being provided is not consistent with the standards set by the Executive Board of the Association. All costs of maintenance pursuant to this paragraph shall be assessed as a Subassociation assessment only against the Units within the Subassociation to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class;

7.1.8 Any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association, such property and facilities to be identified by written notice from the Declarant to the Association and to be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association; and

7.1.9 Other property which it does not own, including, without limitation, publicly owned property, conservation easements held by nonprofit entities, and other property dedicated to public use, if the Executive Board determines that such maintenance is necessary or desirable to maintain the standards set by the Association Executive Board.

Section 7.2 Easements. There are hereby reserved to the Association easements over the Real Estate as necessary to enable it to fulfill its responsibilities pursuant to this Article.

Section 7.3 Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas, and other improvements comprising the Unit in a manner consistent with the standards established by the Association and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Subassociation pursuant to any Supplemental Declaration or other Declaration of covenants applicable to such Unit. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Section 6.6. The Association shall afford the Owner reasonable Notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

Section 7.4 Subassociations's Responsibility. Upon Executive Board resolution, the Owners of Units within each Subassociation shall be responsible for paying, through Subassociation assessments, the costs of operating, maintaining and insuring certain portions of the Real Estate within or adjacent to such Subassociation's Local Common Area. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and open space between the Subassociation and adjacent public roads and private streets within the Subassociation, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Subassociations which are similarly situated shall be treated the same. Any Subassociation whose Local Common Area:

(a) is adjacent to any portion of the Common Elements upon which a wall is constructed, other than a wall which forms part of a building, shall maintain that portion of the Common Elements between the wall and the Subassociations's property line;

(b) fronts on any roadway within the Real Estate shall maintain the landscaping on that portion of the Common Elements or right-of-way between the property line and the nearest curb or edge of such roadway; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval.

Section 7.5 Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as the Executive Board may determine necessary or appropriate. All maintenance shall be performed in a manner consistent with the Governing Documents of the Association and any applicable Subassociation. Additionally, any Subassociation having any responsibility for maintenance of real or personal property within such Subassociation shall perform such maintenance responsibility in a manner consistent with the standards established by the Executive Board. If it fails to do so, the Association may perform such responsibilities and assess the costs against all Units within such Subassociation. Notwithstanding anything to the contrary contained herein, the Association, and/or an Owner and/or a Subassociation shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless

and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

Section 7.6 Party Walls. The cost of maintenance, repair, alteration, improvement and replacement of each Party Wall shall be shared equally by the Owners of the Units adjoining such Party Wall. The right of an Owner to contribution from another Owner pursuant to this Declaration or the Act, shall be appurtenant to the land and such rights and obligations shall pass to the Owners' successors in title.

7.6.1 If a Party Wall is destroyed or damaged by fire or other casualty, any Owner whose Unit adjoins such Party Wall may repair or restore it, and the other Owner shall immediately upon receipt of written demand therefore, pay his or her portion of such costs to the Owner making such restoration or repair.

7.6.2 Notwithstanding any provision to the contrary in this Section, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements or damaged in any manner, shall bear the whole cost of furnishing the necessary protection against such elements or making the necessary repairs or restoration.

ARTICLE 8

USE GUIDELINES AND RESTRICTIONS

Section 8.1 Absolute Authority of the Executive Board. Subject to the rights of the Declarant set forth in this Master Declaration, and in accordance with the provisions hereof and in furtherance of the best interests of the Owners and the Association, the Association, acting by and through its Executive Board and/or any duly authorized committee thereof, shall have the authority to establish and amend from time to time guidelines and restrictions on the use, development (including, but not limited to set-back requirements, height restrictions, and Improvement square footage requirements) and occupancy of the Units in addition to those contained in this Declaration. All provisions of the Governing Documents shall apply to Owners and Related Users.

Section 8.2 Plan of Development; Applicability; Effect. Declarant created Kissing Camels Estates as a residential and recreational development and, in furtherance of its and every other Owner's interests, has established a general plan of development for the Real Estate. The Real Estate is subject to the land development constraints and requirements, guidelines and restrictions governing land use, individual conduct, and uses of or actions upon the Real Estate as provided in this Article, specifically, and in this Master Declaration, generally, and in the other Governing Documents, and all such provisions shall be enforceable as if the same were contained in this Declaration (the "**Use Guidelines and Restrictions**"). The Use Guidelines and Restrictions establish affirmative and negative covenants, easements, and restrictions, and, unless otherwise provided herein, shall supplement all such provisions in this Master Declaration and may be more restrictive than the provisions contained herein.

Section 8.3 Purpose. Declarant has promulgated a general plan of development for Kissing Camels Estates in order to protect all Owners' quality of life and collective interests, the aesthetics and environment, and the vitality of and sense of community within Kissing Camels Estates, all subject to the Association's ability to respond to changes in circumstances, conditions, needs, and desires within Kissing Camels Estates. Because this plan of development is essential to the preservation of the existing and future value of the Real Estate, the provisions of this Article may only be changed or repealed, and any provision added, upon approval of: (i) the Executive Board; and (ii) at least sixty-seven percent (67%) of the total votes in the Association; and (iii), if during the Period of Declarant Control, the Declarant.

Section 8.4 Owners' Acknowledgment. All Owners are subject to the Use Guidelines and Restrictions and are given notice that: (i) their ability to use their Units is limited thereby; and (ii) the Executive Board may add, delete, modify, create exceptions to, or amend the Use Guidelines and Restrictions. Each Owner by acceptance of a deed acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected by this provision and that the Use Guidelines and Restrictions and Rules may change from time to time. No Use Guideline or Restriction may impede or interfere with the Declarant's rights to continue to develop all real property within the Corporate Area.

Section 8.5 Initial Use Guidelines and Restrictions -- General. The Real Estate shall be used only for residential, recreational and related purposes. Use Guidelines and Restrictions may be set forth in any and all Governing Documents. Additionally, any Supplemental Declaration or additional covenants imposed on the property governed by a Subassociation may impose stricter standards than those contained in this Article, and the Association shall have the standing and the power to enforce such standards.

Section 8.6 Restricted Activities. The following activities are prohibited within or upon Units unless expressly authorized by, and then subject to such conditions as may be imposed by, the Executive Board:

8.6.1 Parking of commercial vehicles, motor homes, recreational vehicles, mobile homes or other oversized vehicles, boats, trailers, motorcycles, stored vehicles, inoperable vehicles, or other similarly obtrusive motorized or non-motorized vehicles in places other than enclosed garages;

8.6.2 Capturing, trapping or killing of wildlife within the Real Estate, except in circumstances posing an imminent threat to the safety of Owners or Related Users, and raising, breeding or keeping of animals, livestock or poultry of any kind; provided, however, a reasonable number of dogs, cats or other usual and common household pets may be permitted;

8.6.3 Maintaining any animal of any kind which makes an unreasonable amount of noise or odor or otherwise is a nuisance, or presents a health or safety threat, to neighbors or the neighborhood;

8.6.4 Any animal which is roaming free or running loose, as all animals must be on a leash or under Owner control at all times when outside of a Unit's fenced area;

8.6.5 The chaining or enclosing of any animal outside of a dwelling unit, except the Architectural Control Committee, in its sole discretion, may approve dog runs or enclosures for this purpose;

8.6.6 Activities which materially disturb or destroy the vegetation, soils, wildlife or air quality within Kissing Camels Estates, or which use excessive amounts of water or result in unreasonable levels of sound or light pollution, unless otherwise approved by the Architectural Control Committee;

8.6.7 Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of, or unreasonably interfere with the use of, any Unit without the Owner's consent;

8.6.8 Subdivision of a Unit into two or more Units after a Plat including such Unit has been approved and filed with the appropriate governmental authority, or changing the boundary lines of any Unit, except that the Declarant shall be permitted to subdivide or change the boundary lines of Units which it owns, and except that it shall be permissible, upon the written consent of the Declarant, to move the boundary lines of adjoining Units so long as no additional units are thereby created;

8.6.9 Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner may conduct business activities within a dwelling unit so long as:

(a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the dwelling unit;

(b) the activity conforms to all zoning requirements for, and other Rules relating to the Real Estate;

(c) the activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of Owners or Related Users; and

(d) the activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners or Related Users, as may be determined in the sole discretion of the Executive Board;

provided, however, this subsection shall not apply to any activity conducted by the Declarant or approved by the Declarant with respect to its development, sale and maintenance of real property

within the Corporate Area (so long as such activity is undertaken with the Declarant's written consent), nor shall this subsection apply to any similar activities conducted by a Subassociation.

8.6.10 An Owner may lease his Unit in compliance with all the provisions of the Governing Documents. Any Owner who leases his Unit shall be required to provide copies of the Governing Documents and any Subassociation's Governing Documents to all tenants of the Unit. Leases must be in writing and shall be subject in all respects to the provisions of the Governing Documents. Leases must specifically provide that any failure by any Related User to comply with the terms of such documents shall be a default under the lease. Failure of an Owner to comply with the terms of this Section and with applicable Rules may, at the discretion of the Executive Board, result in that Person's forfeiture of the right to lease the Unit.

8.6.11 Each Owner shall maintain the grading upon its Unit, and the Association shall maintain the grading upon such real property which the Association has a duty to maintain, at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes. Each Owner and the Association agree, for themselves and their successors and assigns, that they will not in any way interfere with the established drainage pattern over any real property which they have a duty to maintain, from adjoining or other real property. If it is necessary or desirable to change the established drainage over any Unit or other real property which a Owner or the Association has a duty to maintain, then the party responsible for the maintenance of such real property shall submit a plan to the Architectural Review Committee for its review and approval, in accordance with the provisions of Article 9 of this Declaration. For purposes of this subsection, "established drainage" means the drainage which exists at the time final grading of a Unit is completed.

ARTICLE 9

DESIGN REVIEW AND ARCHITECTURAL APPROVAL

Section 9.1 General. No Improvement shall be made except in compliance with this Article and any Rules and/or Design Guidelines, and only upon approval of the appropriate committee under Section 9.3. **To the extent any Improvement exists on any Unit as of the date of recording of this instrument which fails to conform with the terms and conditions of this Article, said Improvement shall be "grandfathered" and permitted to remain so long as such Improvement existed in compliance with any previously applicable Governing Document, covenant or restriction; provided, however, from and after the date of recording of this instrument, any change, alteration, addition, reconstruction, renovation or maintenance activity relating to any such non-conforming Improvement shall be subject to the terms and conditions of this instrument including, but not limited to, the provisions relating to plan submittal and approval.**

9.1.1 Any Owner may remodel, paint or redecorate the interior of structures on his Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval.

9.1.2 Any Unit or other Improvement which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God may be rebuilt and reconstructed in an identical fashion so long as the Owner of the Unit complies with the other provisions of this Article including, but not limited to, the provisions relating to plan submittal and approval.

9.1.3 All dwellings constructed on any portion of the Real Estate shall be designed by and built in accordance with the plans and specifications of a licensed architect unless otherwise provided in the Design Guidelines.

9.1.4 This Article and the Design Guidelines shall not apply to improvements to the Common Elements by or on behalf of the Association.

9.1.5 During the Period of Declarant Control, this Article may not be amended without the Declarant's written consent.

Section 9.2 Improvement to Property Defined. "Improvement to Property," requiring approval of a Architectural Control Committee, shall mean and include, without limitation, each of the following on all portions of the Real Estate:

(a) The construction, installation, erection, alteration, remodeling, renovation, contraction, or expansion of any building structure or other Improvements, including utility facilities;

(b) The demolition or destruction, by voluntary action, of any building, structure or other Improvements;

(c) The staking, clearing, grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed;

(d) Landscaping, planting, clearing or removing of trees, shrubs, grass or perennial plants;

(e) Any change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, finish material, color or texture;

(f) Installation of any materials which act as a fencing, burming or screening device; and

(g) Repainting and resurfacing of exterior surfaces, and rebuilding of Improvements (provided, however, no approval shall be denied to repaint the exterior of a structure in strict accordance with the originally approved color scheme or to rebuild in strict accordance with the originally approved Plans).

Section 9.3 Architectural Review. Responsibility for administration of the Design Guidelines, and review of all applications for construction and modifications under this Article and/or the Design Guidelines, shall rest with the Architectural Control Committee as described in this Article. The members of the Committee need not be Owners, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Executive Board. The Executive Board may establish and charge fees for review of applications hereunder and may require such fees to be paid in full prior to review. The Executive Board may also establish fines and other penalties for failure to comply with the provisions of this Article and/or any Rules or Design Guidelines.

Section 9.4 Committee Appointment. The Architectural Control Committee shall consist of at least three, but not more than five, individuals and shall have exclusive jurisdiction over all original construction and all modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space on any portion of the Real Estate. The Executive Board shall appoint the members of the Architectural Control Committee, who shall serve and may be removed in the Executive Board's sole and absolute discretion.

Section 9.5 Guidelines and Procedures -- General. The Declarant shall prepare the initial Design Guidelines. The Design Guidelines shall contain general provisions applicable to all of the Real Estate, as well as specific provisions which vary from one portion of the Real Estate to another depending upon the location, unique characteristics and intended use. Design Guidelines shall also include the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Property. Design Guidelines may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part, and may waive the requirement for approval of certain Improvements to Property or exempt certain Improvements to Property from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration. Design Guidelines may be amended from time to time; provided, however, no Improvement to Property existing at the time of such amendment will be deemed in violation.

Section 9.6 Address of Committee. The address of the Architectural Control Committee shall be that of the principal office of the Association.

Section 9.7 Required Approval by Any Subassociation Architectural Control Committee. In addition to approval of Improvements to Property by the appropriate Architectural Control Committee, approval of Improvements to Property shall also be required by the architectural control committee of any Subassociation if and to the extent set forth in the governing documents of such Subassociation.

Section 9.8 Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement to Property, the Person proposing to make such Improvement ("Applicant") shall submit to the appropriate Architectural Control Committee at its office such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and

samples of materials and colors, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property (the "Plans"). The Design Guidelines shall set forth the procedure for submission of the Plans. The Architectural Control Committee may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement to Property. Until receipt by the Architectural Control Committee of all required materials in connection with the proposed Improvement to Property, the Application shall be deemed incomplete, and the Architectural Control Committee may postpone review of any materials submitted for approval by a particular Applicant. The Applicant shall be entitled to receive a receipt from the Architectural Control Committee or its authorized agent showing the date the complete Application was received.

Section 9.9 Criteria for Approval. The Architectural Control Committee shall approve any proposed Improvement to Property only if, among other things, it deems in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Corporate Area as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Corporate Area; that the Improvement to Property will not detract from the beauty, wholesomeness and attractiveness of the Real Estate or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. The Architectural Control Committee may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the Architectural Control Committee may deem appropriate, and/or upon the payment of a deposit to assure the timely completion of approved Improvements.

Section 9.10 Decision of Committee. The decision of the Architectural Control Committee shall be made within sixty (60) days after the date the Architectural Control Committee receives the complete Application and any additional materials required by the Architectural Control Committee, unless such time period is extended by mutual agreement. The decision shall be in writing and, if the decision is to disapprove a proposed Improvement to Property, the reasons therefor shall be stated. The decision of the Architectural Control Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Architectural Control Committee.

Section 9.11 Appeal to Executive Board. If the Architectural Control Committee denies, imposes conditions on, or disapproves a proposed Improvement to Property, the Applicant may appeal to the Executive Board by giving written notice of such appeal to the Association and the Architectural Control Committee within thirty (30) days after notice of such denial or refusal is given to the Applicant. The Executive Board shall hear the appeal and shall decide whether or not the proposed Improvement to Property or the conditions imposed by the Architectural Control Committee shall be approved, disapproved or modified. The decision of the Executive Board shall be final and absolute.

Section 9.12 Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed denied unless approval or a request for additional information or materials is transmitted to the Applicant by the Architectural Control Committee

within sixty (60) days after the date the Architectural Control Committee received the completed Application and any additional required materials.

Section 9.13 Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed Improvement to Property, any materials submitted to the Architectural Control Committee in connection with the proposed Improvement to Property and any conditions imposed by the Architectural Control Committee. Failure to complete any proposed Improvement to Property within eighteen (18) months after the date work is commenced or to complete the Improvement to Property in accordance with the description and materials furnished to, and the conditions imposed by, the Architectural Control Committee, shall void the approval and shall also constitute a violation of this Article.

Section 9.14 Notice of Completion. Upon completion of the Improvement to Property, the Applicant shall give written Notice of Completion to the Association, sent by certified mail, return receipt to the principal office of the Association. Until the date of receipt of a Notice of Completion, the Association shall not be deemed to have Notice of Completion of any Improvement to Property.

Section 9.15 Inspection of Work. The Architectural Control Committee or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion; provided that the right of Inspection shall terminate sixty (60) days after the Architectural Control Committee receives a Notice of Completion from the Applicant.

Section 9.16 Notice of Noncompliance. If, as a result of inspections or otherwise, the Architectural Control Committee finds that any Improvement to Property has been done without obtaining the approval of the Architectural Control Committee, or was not done in substantial compliance with the description and materials furnished to, and any conditions imposed by, the Architectural Control Committee, or was not completed within eighteen (18) months after the date of commencement of work, the Architectural Control Committee shall notify the Applicant in writing of the noncompliance. The notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

Section 9.17 Failure of Committee to Act After Completion. If, for any reason other than the Applicant's act or neglect, the Architectural Control Committee fails to notify the Applicant of any noncompliance within one year after receipt by the Architectural Control Committee of written Notice of Completion from the Applicant, the Improvement to Property shall be deemed to be in compliance if the Improvement to Property was, in fact, completed as of the date of Notice of Completion.

Section 9.18 Appeal to Executive Board of Finding of Noncompliance. If the Architectural Control Committee gives any notice of noncompliance, the Applicant may appeal to the Executive Board by giving written notice of such appeal to the Executive Board and the Architectural Control Committee within thirty (30) days after receipt by the Applicant of the notice of noncompliance. In

the event an appeal is timely and properly filed, the Executive Board shall hear the matter in accordance with the provisions of the Bylaws for Notice and Hearing and decide whether or not there has been such noncompliance, and if so, the nature thereof and the estimated costs of correcting or removing the same. The decision of the Executive Board shall be final and absolute. If, after a notice of noncompliance and/or the failure of any appeal, the applicant fails to commence diligently to remedy such noncompliance, the Architectural Control Committee shall then request a finding of noncompliance by the Executive Board by giving written notice of such request to the Association and the Applicant within thirty (30) days after the date of delivery to the Applicant of the original notice of noncompliance or the date of denial of any appeal.

Section 9.19 Correction of Noncompliance. If the Executive Board determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date the Executive Board gives its ruling. If the Applicant does not comply with the Executive Board ruling within such period, the Executive Board may, at its option, record a notice of noncompliance against the real property on which the noncompliance exists, may remove the noncompliant Improvement to Property, or may otherwise remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Executive Board may levy an Assessment against the Owner of the Unit for the reimbursement of such costs and expenses. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity, or under this Declaration.

Section 9.20 No Waiver of Future Approvals. Each Owner acknowledges that the members of the Architectural Control Committee will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of Plans shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

Section 9.21 Variance. In addition to the authority of the Executive Board to grant variances, the Architectural Control Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Architectural Control Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the cost of compliance, or the terms of any financing shall not be considered a hardship warranting a variance. Decisions of the Architectural Control Committee concerning the denial of variances may be appealed to the Executive Board by the Owner requesting the variance. Decisions of the Architectural Control Committee concerning the granting of a variance may be appealed to the Executive Board by any Owner of an adjacent Unit, or upon the vote of the Executive Board.

Section 9.22 Limitation of Liability. Review and approval of any application pursuant to this Article and the Design Guidelines is made on the basis of aesthetic considerations only and neither the Architectural Control Committee nor the Executive Board shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Executive Board, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit.

Section 9.23 Enforcement. Any Improvement to Property made in violation of this Article or of the Design Guidelines shall be deemed to be nonconforming. Upon written request from the Executive Board, the Declarant, Owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Executive Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as an Assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Executive Board from the Real Estate, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, its officers, or members of the Executive Board shall be held liable to any Person for exercising the rights granted by this Article or the Design Guidelines.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and Design Guidelines.

ARTICLE 10

INSURANCE/CONDEMNATION

Section 10.1 Association's Insurance. The Association shall comply with all applicable provisions of the Act regarding insurance, and further:

10.1.1 The Association shall maintain, to the extent reasonably available, all policies of insurance of type and in the form required by the Act.

10.1.2 Application of insurance proceeds and procedures of adjustment (which may include nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment) must be made pursuant to the Act.

10.1.3 Any portion of Kissing Camels Estates for which insurance is required under the Act which is damaged or destroyed must be repaired or replaced promptly pursuant to, and as required by the Act.

10.1.4 The Association and its manager must obtain policies of fidelity insurance in amounts and under the circumstances prescribed by the Act.

10.1.5 All costs and expenses borne by the Association in compliance with or as may be permitted by the Act, including, but not limited to, insurance premiums, and all costs and expenses borne by the Association in connection with insured and uninsured losses to Persons or property within Kissing Camels Estates, repairs and replacement of insured and uninsured property, and claims settlement or adjustment shall be considered Common Expenses.

Section 10.2 Owners' Insurance. All Owners shall obtain: (i) all-risk insurance for their own benefit sufficient to insure against loss of all or any portion of the Unit; and (ii) public liability coverage within each Unit.

Section 10.3 Condemnation. Condemnation of all or any portion of the Real Estate shall be governed by applicable provisions of the Act.

ARTICLE 11

DEVELOPMENTAL RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 11.1 Development Rights. The Declarant reserves the following Development Rights on all of the Real Estate and the Expansion Area:

11.1.1 The right to add all or any portion of the Expansion Area to the Real Estate and to subject such real property and additional unspecified property to the provisions of this Declaration by filing a Notice of Annexation;

11.1.2 The right to withdraw any portion of the Real Estate from Kissing Camels Estates by recording a document evidencing such withdrawal in the office of the Clerk and Recorder of the County of El Paso;

11.1.3 The right to create or construct additional Units, and Association Properties (including but not limited to, Common Elements);

11.1.4 The right to create common interest communities within the Real Estate which shall be governed by Subassociations;

11.1.5 In accordance with all local governmental rules and regulations the right to designate the uses for all or a portion of the Expansion Area by filing a Supplemental Declaration or by so stating on the Notice of Annexation;

11.1.6 The right to construct Improvements within the Real Estate;

11.1.7 The right to convert Common Elements to Units and Units to Common Elements;

11.1.8 The right to subdivide and resubdivide Units; and

11.1.9 The right to relocate boundaries between adjoining Units, enlarge Units, enlarge the Common Elements, reduce or diminish the size of Units, reduce or diminish the size of areas of the Common Elements.

Section 11.2 Reservation of Special Declarant Rights. The Declarant reserves the following Special Declarant Rights on all of the Real Estate and the Expansion Area:

11.2.1 The right to complete or make Improvements, as the same may be indicated on Plats;

11.2.2 The right to exercise any Development Right reserved or allowed in the Act;

11.2.3 The right to use, and to permit others to use, easements through the Association Properties, in general, and specifically, the Common Elements, as may be reasonably necessary;

11.2.4 The right to make Kissing Camels Estates subject to Supplemental Declarations, with or without Subassociations;

11.2.5 The right to create Local Common Areas;

11.2.6 The right to merge or consolidate Kissing Camels Estates with another common interest community;

11.2.7 The right to maintain multiple and different sales offices, management offices and models on Units or on the Common Elements;

11.2.8 The right to maintain multiple and different signs and advertising within Kissing Camels Estates to advertise Kissing Camels Estates;

11.2.9 The right to appoint or remove any member of the Executive Board of the Association during the Period of Declarant Control;

11.2.10 The right to amend the Declaration in connection with the exercise of any Development Right; and

11.2.11 The right to amend the Plat in connection with the exercise of any Development Right.

Section 11.3 Additional Reserved Rights. In addition to the rights set forth above, Declarant also reserves the following additional rights:

11.3.1 The right to establish, from time to time, by dedication or otherwise, public streets, utility and other easements for purposes including but not limited to public access, access, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions.

11.3.2 The right to designate sites within any portion of the Real Estate for fire, police, water, drainage, and utility facilities, parks, and other public facilities.

11.3.3 The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulations of parking and/or recreational facilities and/or Association Properties, which may or may not be a part of Kissing Camels Estates.

11.3.4 Declarant and its successors and assignees expressly reserve the right to perform warranty work, and repairs and construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until completion. Declarant and its assignees shall have such an easement through the Common Elements as may be reasonably necessary for exercising reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Real Estate.

11.3.5 The Declarant reserves the right to allocate areas which constitute a part of the Common Elements as Common Elements for the exclusive use of the Owners of Units to which those specified areas shall or may become appurtenant ("Limited Common Elements"). The Declarant or Association may allocate or assign Common Elements or Limited Common Element areas: (i) by making such an allocation in a Recorded instrument; or (ii) in the deed to the Unit to which such Limited Common Element shall be appurtenant; or (iii) by Recording an appropriate amendment or supplement to this Declaration; or (iv) by Recording a supplement to the Plat. Such allocations by the Declarant or by the Association may be made as a matter of reserved right.

11.3.6 The right to exercise any additional reserved right created by any other provision of this Declaration.

Section 11.4 No Further Authorizations Needed. The consent of Owners or Security Interest Holders shall not be required for exercise of any reserved rights, and Declarant or its successors and assignees may proceed without limitation at their sole option. Declarant or its successors and assignees may exercise any reserved rights on all or any portion of the property in

whatever order determined. Declarant or its successors and assignees shall not be obligated to exercise any reserved rights or to expand Kissing Camels Estates.

Section 11.5 Interpretation. Recording of amendments to the Declaration and the Plat pursuant to reserved rights in this Declaration shall automatically effectuate the terms and provisions of that amendment.

Section 11.6 Termination of Reserved Rights. The rights reserved to Declarant, for itself, its successors and assigns, shall expire when the Declarant no longer owns real Property within the Expansion Area.

ARTICLE 12 **ALLOCATED INTERESTS**

Section 12.1 Allocated Interests. The Common Expense Liability and the Votes in the Association shall be allocated to each Unit, as follows:

(a) Each Unit has one vote to be cast in accordance with the Bylaws and Colorado law; and

(b) Common Expense Liability shall be borne by Units so that all Units within which a certificate of occupancy on the Improvements has issued (i.e., "improved Units") pay the same amount, and all other Units (i.e. "unimproved Units") pay forty percent (40%) of the amount to be paid by the improved Units.

Section 12.2 Reallocation. When Units are withdrawn from, or added to, Kissing Camels Estates, pursuant to the provisions of this Declaration and the Act, the formula set forth in Section 12.1, above, shall be used to reallocate the Allocated Interests.

ARTICLE 13 **AMENDMENT AND TERMINATION**

Section 13.1 Technical, Clerical, Typographical or Clarification Amendment. If either the Declarant or the Executive Board shall determine that any amendments to this Declaration or to the Plat shall be necessary in order to make non-material changes, such as for the correction of a technical, clerical or typographical error or clarification of a statement, then, subject to the following sentence of this Section, the Declarant shall have the right and power to make and execute any such amendment during the Period of Declarant Control, and thereafter the Executive Board shall have the right and power to make and execute any such amendments, without obtaining the approval of any Owners. Each such amendment of this Declaration shall be made, if at all, by the Executive Board prior to the expiration of ten (10) years from the date this Declaration is recorded.

Section 13.2 Necessary to Exercise Authority of Association Documents. In addition to the rights granted to the Declarant to execute this Declaration, the Executive Board shall have the

authority to execute amendments to this Declaration or to the Plat which are reasonably necessary in order to perform duties authorized by this Declaration.

Section 13.3 Attorney in Fact. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Executive Board to make or consent to an amendment under this Article on behalf of each Owner and holder of a Security Interest. Each deed, Security Interest, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Executive Board to make, execute and record an amendment under this Section.

Section 13.4 Amendment of Declaration by Owners. Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be changed or repealed, and any such provision added to this Declaration at any time and from time to time upon approval of: (i) the Executive Board; and (ii) at least fifty-one percent (51%) of the total votes in the Association; and (iii) if during the Period of Declarant Control, the Declarant.

Section 13.5 Amendment Required by Mortgage Agencies. Prior to seven (7) years after recording of this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration which the FHA, VA, FHLMC, GNMA, FNMA or any similar entity authorized to insure, guarantee, make or purchase Mortgage loans requires to be amended or repealed may be amended or repealed by Declarant or the Association. Any such amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the El Paso, State of Colorado, of a certificate, setting forth the amendment or repeal in full.

Section 13.6 Recording of Amendments. To be effective, all amendments to or termination of this Declaration must be recorded in the office of the Clerk and Recorder of El Paso County, Colorado, and must contain evidence of approval thereof. One method of satisfying the requirements of this Section is the recordation of a certificate of the Secretary of the Association, certifying that Owners representing the requisite percentage of the Units have given their notarized written consent to the amendment. The Secretary must further certify that originals of such written consent by Owners along with the recorded amendment are in the corporate records of the Association and available for inspection. No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded.

Section 13.7 Unanimous Consent Required for Certain Amendments. Except as otherwise specifically permitted in this Declaration, no amendment may create or increase Special Declarant Rights.

Section 13.8 Association Certification. Amendments to the Declaration required by this Article to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the

absence of designation, by the president of the Association. In the event of an amendment to the Declaration by the Owners, the Association shall record the amendment with a certificate from the Association executed by any officer designated for that purpose, or, in the absence of the designation, by the president, that the requisite number of Owners, have consented to the amendment.

Section 13.9 Expenses. All expenses associated with preparing and recording an amendment to the Declaration shall be the sole responsibility of:

(a) In the case of an amendment pursuant to reallocation of boundaries between adjoining Units, and subdivision of Units, the Owners desiring the amendment;

(b) In the case of an amendment pursuant to reallocation of Allocated Interests, recordation of new Plats, and exercise of Development Rights, the Declarant; and

(c) In all other cases, by the Association as a Common Expense.

Section 13.10 Termination. This Declaration and the Kissing Camels Estates common interest community may be terminated upon an affirmative vote of the Owners holding 90% of the Allocated Interests, and in accordance with Section 38-33.3-218 of the Act.

ARTICLE 14 **MISCELLANEOUS**

Section 14.1 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be restrained, enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association and/or any Person entitled to enforce the provisions of this Declaration. Without limiting the generality of the foregoing sentence, any nuisance (including any pet which is permitted to roam free, or, in the sole discretion of the Executive Board, makes objectionable noise, endangers the health or safety of, or constitutes a nuisance or inconvenience to, the occupants of other Units) shall be removed upon request of the Executive Board, upon the failure of which the Executive Board may arrange for the removal of the nuisance at the Owner's sole cost and expense (including any animal or pet, and the Association may further demand that an Owner permanently cease and desist from keeping such an animal or pet within the Owner's Unit).

Section 14.2 Registration of Mailing Address. Each Owner and each Security Interest Holder, insurer or guarantor of a Security Interest shall register its mailing address with the Association, and except for annual statements and other routine notices, all other notices or demands intended to be served upon an Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest, whether by the Association or any Owner, shall be sent by either registered or certified mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such

Owner's Lot. All notices, demands, or other notices intended to be served upon the Executive Board or the Association shall be sent by registered or certified mail, postage prepaid, to the registered agent.

Section 14.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Real Estate and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado. This Declaration shall be considered to supplement the applicable provisions of the Act, which provisions are incorporated herein by reference as though restated in this Declaration.

Section 14.4 Construction. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any Person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications. If there is a conflict between this Declaration and a Supplemental Declaration, the more restrictive provision shall control unless that would result in a direct violation of this Declaration, in which case this Declaration shall control. The fact that a Supplemental Declaration contains provisions which are different from or in addition to the provisions of this Declaration shall not, by itself, be deemed to be a conflict and, wherever possible, both documents shall be given full force and effect.

(This space intentionally left blank)

IN WITNESS WHEREOF, this instrument has been executed on the date and year set forth below.

DECLARANT:

HILL DEVELOPMENT CORPORATION,
a Delaware corporation

By: Donald C. Hare
Donald C. Hare, Vice President

Date: 2/26/04

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 26th day of February, 2004, by Donald C. Hare, as Vice President of Hill Development Corporation, a Delaware corporation.

WITNESS MY HAND AND OFFICIAL SEAL:

Amy S. Giblin
Notary Public

My Commission Expires: 10/29/06



My Commission Expires 10/29/2006

2/26/04
DATE

Amy S. Giblin
SIGNATURE

CERTIFICATION

The undersigned, Secretary of Kissing Camels Property Owners Association, hereby certifies and affirms that this Master Declaration has been adopted by the requisite number of owners of properties within the filings and subdivisions identified on Schedule A to Exhibit A-2, attached hereto, to permit the recording of this Master Declaration, and the recording of this Master Declaration shall therefore be deemed, to amend, restate, supercede or, in the case of certain of the B-2 Declarations, supplement, the Original Declarations specifically described on Exhibits B-1 and B-2, attached hereto, all as more fully described herein.

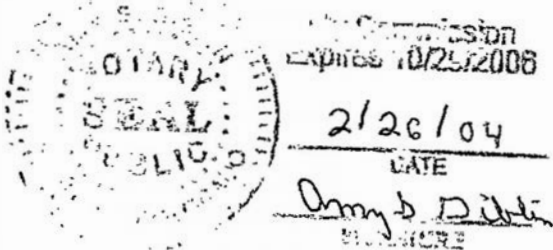
Further, as and where required by certain of the Original Declarations, the undersigned, Secretary of Kissing Camels Property Owners Association, hereby certifies and affirms that the requisite number of owners of properties subject to such Original Declarations have executed an instrument of amendment to evidence their consent and agreement to amend, restate and supercede, or in the case of certain of the B-2 Declarations, supplement, the Original Declaration(s) encumbering their properties.

The undersigned Secretary of Kissing Camels Property Owners Association further certifies and affirms that executed instruments of Adoption and Ratification are on file at the offices of the Association to evidence the above.

KISSING CAMELS PROPERTY OWNERS
ASSOCIATION, a Colorado nonprofit corporation

By: Anna Lou Harmes
Anna Lou Harmes, Secretary

Date: Feb. 26, 2004



STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 26th day of February, 2004, by Anna Lou Harmes, as Secretary of Kissing Camels Property Owners Association, a Colorado nonprofit corporation.

WITNESS MY HAND AND OFFICIAL SEAL:

Amy D. Diltz
Notary Public

My Commission Expires: 10/29/06

EXHIBIT A-1

THE CORPORATE AREA
Kissing Camels Estates

A tract of land located in the Southwest Quarter of the Southwest Quarter of Section 25, Section 26, the East Half of Section 27, the Northeast Quarter of Section 34, and the North Half of Section 35, Township 13 South, Range 67 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

BEGINNING at the northeast corner of said Section 35, thence $S00^{\circ}37'59''W$ on the east line of the Northeast Quarter of said Section 35, a distance of 2196.49 feet to the north right-of-way line of Fillmore Street; thence $S86^{\circ}18'57''W$ on said north right-of-way line, a distance of 20.92 feet; thence continuing on said north right-of-way line on a non-tangent curve to the left having a central angle of $29^{\circ}17'47''$, a radius of 1093.29 feet for an arc distance of 559.02 feet, the chord of said curve bears $S71^{\circ}46'28''W$; thence continuing on said north right-of-way $S57^{\circ}07'35''W$ a distance of 536.93 feet to the Office Park at Kissing Camels Estates, the following six (6) courses are on the northerly boundary of said plat; thence (1) $N64^{\circ}47'36''W$ a distance of 120.33 feet; (2) $N64^{\circ}46'21''W$ a distance of 429.54 feet; (3) $S12^{\circ}56'20''W$ a distance of 138.19 feet; (4) $S37^{\circ}31'33''W$ a distance of 56.46 feet; (5) $S53^{\circ}00'04''W$ a distance of 39.17 feet; (6) $S89^{\circ}51'15''W$ a distance of 148.21 feet to the northwest corner thereof; said point is on the south line of North Half of said Section 35; thence $S89^{\circ}51'32''W$ on said south line, a distance of 2537.51 feet to the east right-of-way line of Mesa Road, the following eight (8) courses are on said east right-of-way line; thence (1) $N14^{\circ}39'35''W$ a distance of 301.77 feet to a point of curve; (2) on said curve to the right having a central angle of $21^{\circ}40'30''$, a radius of 1385.00 feet for an arc distance of 306.39 feet to a point of reverse curve; (3) on said curve to the left having a central angle of $33^{\circ}03'00''$, a radius of 995.40 feet for an arc distance of 574.18 feet; (4) $N35^{\circ}02'05''W$ a distance of 1422.24 feet to a point of curve; (5) on said curve to the left having a central angle of $28^{\circ}16'00''$, a radius of 995.40 feet for an arc distance of 491.08 feet to a point of reverse curve; (6) on said curve to the right having a central angle of $30^{\circ}56'00''$, a radius of 1392.70 feet for an arc distance of 751.90 feet; (7) $N32^{\circ}22'05''W$ a distance of 148.74 feet; (8) $N25^{\circ}03'42''W$ a distance of 183.74 feet to the angle point in the west line of Lot 2, Mountain Vista at Kissing Camels Estates Filing No. 2, recorded at Reception No. 200037097 of the records of said El Paso County, the following three (3) courses are on the west boundary of said Filing No. 2; thence (1) $N15^{\circ}21'07''E$ a distance of 68.97 feet; (2) $N32^{\circ}02'42''W$ a distance of 270.63 feet; (3) $N21^{\circ}46'59''W$ a distance of 303.80 feet to the south boundary of a tract of land recorded in Book 3279 at Page 687 of the records of said El Paso County, the following thirteen (13) courses are on the south and east boundary of said tract of land; thence (1) $N63^{\circ}59'03''E$ a distance of 178.83 feet; (2) $N12^{\circ}55'30''W$ a distance of 164.78 feet; (3) $N13^{\circ}47'38''W$ a distance of 343.87 feet; (4) $N06^{\circ}09'04''W$ a distance of 384.32 feet; (5) $N29^{\circ}55'08''W$ a distance of 397.56 feet; (6) $N33^{\circ}04'58''E$ a distance of 493.53 feet; (7) $N36^{\circ}35'24''E$ a distance of 124.61 feet; (8) $N57^{\circ}05'28''E$ a distance of 243.82 feet; (9) $N24^{\circ}19'40''E$ a distance of 296.16 feet; (10) $N57^{\circ}49'50''E$ a distance of 588.35 feet; (11) $N37^{\circ}47'31''W$ a distance

EXHIBIT A-1
Kissing Camels Estates
Corporate Area
(Cont.)

of 311.82 feet; (12) N02°14'14"W a distance of 449.38 feet; (13) N07°18'44"E a distance of 372.87 feet to a point on the westerly boundary of a tract of land recorded in Book 3743 at Page 553 of the records of said El Paso County, the following fourteen (14) courses are on the westerly and southerly boundary of said tract of land; thence (1) S60°20'53"E a distance of 315.69 feet; (2) S17°21'22"E a distance of 410.00 feet; (3) S29°21'22"E a distance of 470.00 feet; (4) S78°51'22"E a distance of 850.00 feet; (5) N79°28'30"E a distance of 480.00 feet; (6) N51°28'30"E a distance of 200.00 feet; (7) S85°31'30"E a distance of 100.00 feet; (8) N47°28'30"E a distance of 150.00 feet; (9) S67°31'30"E a distance of 150.00 feet; (10) S33°31'30"E a distance of 250.00 feet; (11) S65°31'30"E a distance of 310.00 feet; (12) S83°31'30"E a distance of 800.00 feet; (13) N80°28'30"E a distance of 250.00 feet; (14) N31°45'14"E a distance of 346.47 feet; thence S65°31'37"E a distance of 100.49 feet to the northwest corner of "Exhibit B" as recorded in Book 3836 at Page 547 of the records of said El Paso County, the following six (6) courses are on the westerly and southerly boundary of said tract of land; thence (1) S00°17'15"W a distance of 990.37 feet; (2) S42°41'15"W a distance of 470.00 feet; (3) S63°53'45"E a distance of 520.00 feet; (4) N87°35'12"E a distance of 1029.50 feet; (5) S50°10'40"E a distance of 1130.00 feet; (6) S76°46'45"E a distance of 760.00 feet to the southeast corner thereof, said point being on the east line of the Southeast Quarter of said Section 26; thence S00°12'05"W on said east line a distance of 758.02 feet to the southwest corner of Holland Park West Subdivision Filing No. 3; thence N89°10'59"E on the south line of said Holland Park West Subdivision Filing No. 3, a distance of 457.64 feet to the westright-of-way of Centennial Boulevard; thence S00°48'46"E on said west line, a distance of 145.79 feet; thence S15°27'32"W on said west line, a distance of 201.28 feet; thence S49°07'00"W on said west line, a distance of 62.00 feet; thence S67°45'53"W on said west line, a distance of 62.43 feet; thence S11°23'26"E on said west line, a distance of 419.22 feet to the south line of the Southwest Quarter of said Section 25; thence S89°10'20"W on said south line, a distance of 387.04 feet to the Point of Beginning containing 776.33 acres of land more or less.

Prepared By: Rockwell-Minchow Consultants, Inc.
Dennis A. Minchow, PLS #22577
October 12, 2001
Project #01-063

EXHIBIT A-2

THE REAL ESTATE

All of the real property contained within the "Corporate Area" (as described on Exhibit A-1 to this Master Declaration)

including, but not limited to, those certain parcels of real property described on Schedule A attached to this Exhibit A-2,

but excluding the following described parcels of real property:

1. The Mesa Reservoir No. 3 - see legal description of parcel described on Schedule B, attached to this Exhibit A-2; and
2. Those certain parcels of real property which make up the "Expansion Area" as described on Exhibit C to this Master Declaration

Schedule A to Exhibit A-2

Included Filings and Subdivisions

Those certain parcels of real property located in Colorado Springs, El Paso County, Colorado and legally described as set forth below (which parcels constitute some, but not all, of the real properties contained within the “Corporate Area” described on Exhibit A-1 to the Master Declaration):

Name of Filing/Subdivision	Filing or Subdivision No.	Block(s)	Lot(s)	Book/Page	Reception No.	Date of Recording
Summer Circle Subdivision	N/A	N/A	10-14	Book T, Page 39	851098	4/2/51
Kissing Camels	Sub. No. 9	N/A	A Portion of Kissing Camels Drive	Plat Book G-3, Page 80	454350	7/18/78
Kissing Camels	Sub. No. 10	1	1-5	Plat Book L-3, Page 8	655077	3/24/80
Kissing Camels	Sub. No. 10	2	1-6	Plat Book L-3, Page 8	655077	3/24/80
Kissing Camels	Sub. No. 11	1	1-2	Plat Book K-3, Page 101	650566	3/7/80
Kissing Camels Subdivision No. 11 Replat	Sub. No. 11	N/A	1-2	Plat Book D-4, Page 121	1786771	1/18/89
The Fairways at Kissing Camels Estates	Fil. No. 10	N/A	1-5	N/A	201129699	9/5/01
The Fairways at Kissing Camels Estates	Fil. No. 11A	N/A	1	N/A	201129700	9/5/01

Name of Filing/Subdivision	Filing or Subdivision No.	Block(s)	Lot(s)	Book/Page	Reception No.	Date of Recording
Mesa Vista at Kissing Camels Estates	Fil. No. 2	N/A	1-19	Plat Book G-5, Page 142	95015343	2/15/95
Mountain Vista at Kissing Camels Estates	Fil. No. 1	N/A	1-5, 7-10	N/A	98067566	5/20/98
Mountain Vista at Kissing Camels Estates	Fil. No. 2	N/A	1-5	N/A	200037097	4/5/00
Mountain Vista at Kissing Camels Estates	Fil. No. 2A	N/A	1-2	N/A	201170948	11/21/01
Mountain Vista at Kissing Camels Estates	Fil. No. 3	N/A	1-5	N/A	200033250	3/29/00
The Greens at Kissing Camels Estates	Fil. No. 1	N/A	2	N/A	200113948	9/20/00
The Greens at Kissing Camels Estates	Fil. No. 2	N/A	19-22, 29-32, 39-40	N/A	202116651	7/18/02
The Greens at Kissing Camels Estates	Fil. No. 3	N/A	15-18, 23-24	N/A	203099394	5/8/03

Schedule B
to
Exhibit A-2

Mesa Reservoir No. 3

That certain portion of real property lying in the East half of Section 27, Township 13 South, Range 67 West of the 6th P.M., El Paso County, Colorado, known as Mesa Reservoir No. 3, and described in that certain Warranty Deed from G. W. Strake and Susan K. Strake to the Dent Trust Company dated June 1, 1944, recorded on June 1, 1944, in the records of the El Paso County Clerk & Recorder at Book 1061, Page 100.

EXHIBIT B-1

ORIGINAL DECLARATIONS

(Declarations Which Encumbered Single Family Lots)

Document	Recording Date	Book	Page	Reception No.	Amended and Superseded, or Supplemented, by this Declaration
Restrictions and Obligations (Re: Summer Circle Subdivision)	4/2/51	1289	315	851099	Amended and Superseded
Declaration of Conditions and Restrictions Covering Kissing Camels Subdivision No. 1 as Shown on Plat Recorded in Book C-2 at Page 1 in the Office of the Clerk and Recorder of El Paso County, Colorado	9/12/60	1824	30	166662	No
Declaration of Conditions and Restrictions Covering Kissing Camels Subdivision No. 2, Except Lot 13 in Block 7 Therein as Shown on Plat Recorded in Book C-2 at Page 2-in the Office of the Clerk and Recorder of El Paso County, Colorado	9/12/60	1824	44	166663	No
Declaration of Conditions and Restrictions Covering Kissing Camels Subdivision No. 4, as Shown on Plat Recorded in Book 2 at Page 49 in the Office of the Clerk and Recorder of El Paso County, Colorado	4/16/70	2339	846	724906	No

Document	Recording Date	Book	Page	Reception No.	Amended and Superseded, or Supplemented, by this Declaration
Amended Declaration of Conditions and Restrictions Covering Kissing Camels Subdivision No. 1, Kissing Camels Subdivision No. 2, and Kissing Camels Subdivision No. 4	7/8/71	2420	889	812981	No. 1 - No No. 2 - No No. 4 - No
Declaration of Conditions and Restrictions Covering Kissing Camels Subdivision No. 5 and Kissing Camels Subdivision No. 6	12/20/71	2456	538	851040	No
Declaration of Covenants, Conditions and Restrictions (Re: Sub. 10, Blk. 1)	8/5/80	3336	520	00689699	Amended and Superseded
Declaration of Covenants, Conditions and Restrictions (Re: Sub. 10, Blk. 2)	5/6/80	3308	637	666730	Amended and Superseded
Declaration of Covenants, Conditions and Restrictions (Re: Sub. 11)	5/14/80	3311	466	669097	Amended and Superseded
Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Summer Circle Subdivision and Subdivision Nos. 1, 2, 4, 5, 6, 10(Blocks 1 & 2), 11, 14, 16 and 17 in Kissing Camels Estates	10/7/99	N/A	N/A	099157060	Amended and Superseded

Document	Recording Date	Book	Page	Reception No.	Amended and Superseded, or Supplemented, by this Declaration
Declaration of Covenants, Conditions and Restrictions for The Fairways at Kissing Camels Estates, Filing No. 1 ¹	6/17/85 6/18/85	5022 5023	1189 0757	01262833 01263666	No No
Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for The Fairways at Kissing Camels Estates Filing No. 1	7/22/85	5038	0150	01277753	No
Declaration of Covenants, Conditions, Restrictions and Easements for The Fairways at Kissing Camels Estates Filing No. 2	8/5/94	6502	442	094108941	No
Declaration of Covenants, Conditions, Restrictions and Easements for The Fairways at Kissing Camels Estates Filing Nos. 3, 4 and 5	5/29/96	6895	1209	096065746	No
Declaration of Covenants, Conditions, Restrictions and Easements for The Fairways at Kissing Camels Estates Filing Nos. 6, 7 & 8	9/14/98	N/A	N/A	098132351	No
Amendment No. 1 to Declaration of Covenants, Conditions, Restrictions and Easements for The Fairways at Kissing Camels Estates Filing Nos. 6, 7 & 8	10/13/98	N/A	N/A	098148180	No

¹ Same document recorded twice, initially by mistake without signatures, then with signatures on next day.

Document	Recording Date	Book	Page	Reception No.	Amended and Superceded, or Supplemented, by this Declaration
Amendment No. 2 to Declaration of Covenants, Conditions, Restrictions and Easements for The Fairways at Kissing Camels Estates Filing Nos. 6, 7 & 8	12/31/98	N/A	N/A	098193224	No
Declaration of Covenants, Conditions, Restrictions and Easements for The Fairways at Kissing Camels Estates Filing No.9	3/29/99	N/A	N/A	099047107	No
Declaration of Covenants, Conditions, Restrictions and Easements for The Fairways at Kissing Camels Estates Filing No.10	7/5/02	N/A	N/A	202109528	Amended and Superceded
Declaration of Covenants, Conditions, Restrictions and Easements for The Fairways at Kissing Camels Estates Filing No. 11	7/20/00	N/A	N/A	200084431	Amended and Superceded
Declaration of Covenants, Conditions, Restrictions and Easements for Mesa Vista at Kissing Camels Estates Filing No. 1	5/19/93	6176	62	002297224	No
Declaration of Covenants, Conditions, Restrictions and Easements for Mesa Vista at Kissing Camels Estates Filing No. 2	4/17/95	6634	465	095036662	Amended and Superceded

Document	Recording Date	Book	Page	Reception No.	Amended and Superceded, or Supplemented, by this Declaration
Declaration of Covenants, Conditions, Restrictions and Easements for Mountain Vista at Kissing Camels Estates Filing No. 1	9/14/98	N/A	N/A	098132350	Amended and Superceded
Declaration of Covenants, Conditions, Restrictions and Easements for Mountain Vista at Kissing Camels Estates Filing Nos. 2 & 3	7/20/00	N/A	N/A	200084430	Amended and Superceded

EXHIBIT B-2

ORIGINAL DECLARATIONS (CONT.)

(Declarations Which Encumbered Subassociation Areas)

Document	Recording Date	Book	Page	Reception No.	Amended and Superseded, or Supplemented, by this Declaration
Declaration of Covenants, Conditions and Restrictions of Camels Ridge Townhomes	8/7/79	3210	490	583380	No
Amendment to Declaration of Covenants, Conditions and Restrictions of Camels Ridge Townhomes	7/29/81	3461	932	00792670	No
(Ground) Lease	3/5/80	3289	27	649605	No
Declaration of Covenants, Conditions and Restrictions of The Park at Kissing Camels Estates	7/2/81	3451	906	00785011	No
Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Park at Kissing Camels Estates	10/19/84	3929	1416	01173358	No
Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Park at Kissing Camels Estates	9/11/96	N/A	N/A	96115385	No

Document	Recording Date	Book	Page	Reception No.	Amended and Superceded, or Supplemented, by this Declaration
Revised and Amended Declaration of Covenants, Conditions and Restrictions of The Park at Kissing Camels Estates	9/31/98	N/A	N/A	098124065	No
Declaration of Covenants, Conditions, Restrictions and Easements for Courtyard at Kissing Camel Estates Filing No. 1 and Filing No. 1A	6/26/95	6671	1372	095062568	No
Amendment No. 1 to Declaration of Covenants, Conditions, Restrictions and Easements for Courtyard at Kissing Camel Estates Filing No. 1 and Filing No. 1A	8/25/98	N/A	N/A	098121435	No
Amendment No. 2 to Declaration of Covenants, Conditions, Restrictions and Easements for Courtyard at Kissing Camel Estates Filing No. 1 and Filing No. 1A	10/7/99	N/A	N/A	099157061	No
Declaration of Covenants, Conditions, Restrictions and Easements for The Greens at Kissing Camel Estate Townhomes	9/17/01	N/A	N/A	201134530	Supplemented

EXHIBIT C

EXPANSION AREA

The following parcels of real property (contained within that certain "Corporate Area" described on Exhibit A-1, attached hereto) may be subjected in the future to the terms and conditions of this Declaration:

1. The Kissing Camels Club and Kissing Camels Golf Course, including clubhouse, food and beverage facilities, maintenance facilities and other related facilities - see legal description of parcel described on Schedule A, attached to this Exhibit C;
2. The Cottages - see legal description of parcel described on Schedule B, attached to this Exhibit C;
3. The Kissing Camels Recreation Center - see legal description of parcel described on Schedule C, attached to this Exhibit C;
4. The Mesa Road Tunnel - see legal description of parcel described on Schedule D, attached to this Exhibit C;
5. The Kissing Camels Townhomes - see legal description of parcel described on Schedule E, attached to this Exhibit C;
6. The real properties subject to certain of the B-1 and B-2 Declarations - see legal descriptions of parcels set forth on Schedule F, attached to this Exhibit C;
7. That certain parcel of developable property in the northwesterly corner of Kissing Camels Estates, north of the Navigator's reservoir (approximately 17.154 acres) described on Schedule G, attached to this Exhibit C;
8. That certain parcel of developable property on the eastern edge of Kissing Camels Estates (approximately 56.974 acres) described on Schedule H, attached to this Exhibit C; and
9. That certain parcel of developable property on the southerly edge of Kissing Camels Estates near the current golf course maintenance facilities (approximately 5.322 acres) described on Schedule I, attached to this Exhibit C.

Schedule A
to
Exhibit C

Kissing Camels Club and Golf Course
(including clubhouse, food and beverage facilities, maintenance facilities and other related facilities)

1. All that certain real property presently dedicated to and contained within the boundaries of the Kissing Camels Club and Kissing Camels Golf Course, together with all related facilities including, by way of illustration and not limitation, that property underlying the original 18 holes of the Kissing Camels Golf Course described as Block 1, Kissing Camels Subdivision No. 7, as recorded on July 16, 1971, in the records of the El Paso County Clerk & Recorder at Plat Book S-2, Page 37, Reception No. 814671, as amended, vacated and/or replatted, and including that additional real property underlying the additional 9 holes of the Kissing Camels Golf Course - all of the above property being contained within and bounded by platted subdivisions, open space and/or roadways within Kissing Camels Estates (**Kissing Camels Club, Kissing Camels Golf Course including original 18 holes and additional 9 holes, and related facilities**);
2. Lot 1, Kissing Camels Subdivision No. 18, as recorded on October 18, 1996, in the records of the El Paso County Clerk & Recorder at Reception No. 96133624, as amended, vacated and/or replatted (**Kissing Camels Club golf course maintenance facilities**);
3. Lot 1, Kissing Camels Subdivision No. 19, as recorded on January 27, 1998, in the records of the El Paso County Clerk & Recorder at Reception No. 98009696, as amended, vacated and/or replatted (**Kissing Camels Club golf course "half way" house - The Mirage**);
4. Tract A, The Fairways at Kissing Camels Estates Filing No. 1, as recorded on May 15, 1985, in the records of the El Paso County Clerk & Recorder at Plat Book Y-3, Page 58, Reception No. 01250132, as amended, vacated and/or replatted (**Kissing Camels Club golf course access**);
5. Tract A, The Fairways at Kissing Camels Estates Filing No. 2, as recorded on August 2, 1994, in the records of the El Paso County Clerk & Recorder at Plat Book F-5, Page 192, Reception No. 94107029, as amended, vacated and/or replatted (**Kissing Camels Club golf course access**); and
6. Tract A, The Fairways at Kissing Camels Estates Filing No. 10, as recorded on September 5, 2001, in the records of the El Paso County Clerk & Recorder at Reception No. 201129699, as amended, vacated and/or replatted (**Kissing Camels Club golf course access**).

Schedule B
to
Exhibit C

Cottages

Lot 13, Block 7, Kissing Camels Subdivision No. 2, as recorded on July 25, 1960, in the records of the El Paso County Clerk & Recorder at Plat Book C-2, Page 2, Reception No. 161472, as amended, vacated and/or replatted.

Schedule C
to
Exhibit C

Kissing Camels Recreation Center

Community Recreation Center at Kissing Camels Estates, City of Colorado Springs, El Paso County, Colorado as recorded on December 19, 1989, in the records of the El Paso County Clerk and Recorder at Plat Book E-4, Page 46, Reception No. 1885514, as amended, vacated and/or replatted,

together with that certain real property described as follows:

A portion of the SE1/4 of Section 26, Township 13 South, Range 67 West of the 6th P.M., El Paso County, Colorado more particularly described as follows:

Bearings are based on Community Recreation Center at Kissing Camels Estates as recorded in Plat Book E-4, at Page 46 of the records of said El Paso County;

BEGINNING at the northwest corner of said Community Recreation Center at Kissing Camels Estates; thence along the north line of said Community Recreation Center at Kissing Camels Estates the following four (4) courses: (1) N59°05'35"E, a distance of 106.65 feet; (2) N82°52'30"E, a distance of 120.93 feet; (3) N90°00'00"E, a distance of 340.00 feet; (4) S50°10'40"E, a distance of 98.43 feet; thence N39°49'20"E, a distance of 192.96 feet; thence N58°09'34"W, a distance of 171.79 feet; thence S84°24'27"W, a distance of 258.38 feet; thence S71°39'41"W, a distance of 270.95 feet; thence N52°25'12"W, a distance of 112.79 feet; thence N55°34'50"W, a distance of 119.31 feet; thence S42°11'20"W, a distance of 97.85 feet to the north line of Hill Circle; thence along said north line of Hill Circle, along the arc of a non-tangent curve to the right, having a radius of 875.00 feet, a central angle of 16°54'15" for an arc length of 258.16 feet, chord bears S39°21'33"E to the POINT OF BEGINNING containing 2.856 acres more or less.

Prepared for and on behalf of Rockwell Consulting, Inc.
by Gary Adams, PLS # 24300 registered in the State of Colorado

Schedule D

to

Exhibit C

Mesa Road Tunnel

Tract B, Mountain Vista at Kissing Camels Estates Filing No. 1, as recorded on May 20, 1998, in the records of the El Paso County Clerk & Recorder at Reception No. 98067566, as amended, vacated and/or replatted.

Schedule E

to

Exhibit C

Kissing Camels Townhomes

That certain real property legally described on the Condominium Map for Kissing Camels Townhomes dated October 30, 1978, and recorded on April 19, 1979, in the records of the El Paso County Clerk & Recorder at Book 2, Page 9, Reception No. 546688, as amended, vacated and/or replatted.

Schedule F to Exhibit C

Filings and Subdivisions Not Yet Included

Those certain parcels of real property located in Colorado Springs, El Paso County, Colorado and legally described as set forth below (which parcels constitute some, but not all, of the real properties contained within the “Corporate Area” described on Exhibit A-1 to the Master Declaration):

Name of Filing/Subdivision	Filing or Subdivision No.	Block(s)	Lot(s)	Book/Page	Reception No.	Date of Recording
Kissing Camels	Sub. No. 1	N/A	1-14, 17-28	Plat Book C-2, Page 1	161471	7/25/60
Kissing Camels	Sub. No. 2	1	1-15	Plat Book C-2, Page 2	161472	7/25/60
Kissing Camels	Sub. No. 2	2	3	Plat Book C-2, Page 2	161472	7/25/60
Kissing Camels	Sub. No. 2	3	1-14	Plat Book C-2, Page 2	161472	7/25/60
Kissing Camels	Sub. No. 2	4	1-12	Plat Book C-2, Page 2	161472	7/25/60
Kissing Camels	Sub. No. 2	5	1-9	Plat Book C-2, Page 2	161472	7/25/60
Kissing Camels	Sub. No. 2	6	1-7	Plat Book C-2, Page 2	161472	7/25/60
Kissing Camels	Sub. No. 2	7	5-12	Plat Book C-2, Page 2	161472	7/25/60
Replat of Portion of Kissing Camels Subdivision No. 2	N/A	7	A	Plat Book L-2, Page 51	651105	2/19/69
Replat of Portion of Kissing Camels Subdivision No. 2	N/A	7	B	Plat Book L-2, Page 51	651105	2/19/69

Name of Filing/Subdivision	Filing or Subdivision No.	Block(s)	Lot(s)	Book/Page	Reception No.	Date of Recording
Kissing Camels	Sub. No. 4	N/A	1-10	Plat Book —2, Page 49	697638	11/7/69
Kissing Camels Subdivision	Fil. No. 5A	N/A	1-2	N/A	203017330	1/24/03
Kissing Camels	Sub. No. 6	1	6 & 10	Plat Book —2, Page 51	725740	4/21/70
Kissing Camels	Sub. No. 14	1	1-13	Plat Book L-3, Page 68	677656	6/19/80
Kissing Camels	Sub. No. 16	1	1	Plat Book O-3, Page 62	815619	10/20/81
Kissing Camels	Sub. No. 17	N/A	1-2	Plat Book S-3, Page 85	949286	2/25/83
The Fairways at Kissing Camels Estates	Fil. No. 1	1	1-24	Plat Book Y-3, Page 58	1250132	5/15/85
The Fairways at Kissing Camels Estates	Fil. No. 1	2	1-12	Plat Book Y-3, Page 58	1250132	5/15/85
The Fairways at Kissing Camels Estates	Fil. No. 2	1	1	Plat Book F-5, Page 192	94107029	8/2/94
The Fairways at Kissing Camels Estates	Fil. No. 2	2	1-27	Plat Book F-5, Page 192	94107029	8/2/94
The Fairways at Kissing Camels Estates	Fil. No. 2	3	1-9	Plat Book F-5, Page 192	94107029	8/2/94
The Fairways at Kissing Camels Estates	Fil. No. 3	N/A	1-10	Plat Book H-6, Page 46	96055923	5/8/96

Name of Filing/Subdivision	Filing or Subdivision No.	Block(s)	Lot(s)	Book/Page	Reception No.	Date of Recording
The Fairways at Kissing Camels Estates	Fil. No. 4	1	1-8	Plat Book H-6, Page 47	96055924	5/8/96
The Fairways at Kissing Camels Estates	Fil. No. 4	2	1-5	Plat Book H-6, Page 47	96055924	5/8/96
The Fairways at Kissing Camels Estates	Fil. No. 4	3	1	Plat Book H-6, Page 47	96055924	5/8/96
The Fairways at Kissing Camels Estates	Fil. No. 5	N/A	1-2	Plat Book H-6, Page 48	96055925	5/8/96
The Fairways at Kissing Camels Estates	Fil. No. 6	N/A	5-18	N/A	98009697	1/27/98
The Fairways at Kissing Camels Estates	Fil. No. 6A	N/A	1-3	N/A	200113947	9/20/00
The Fairways at Kissing Camels Estates	Fil. No. 7	N/A	1-30	N/A	98017289	2/12/98
The Fairways at Kissing Camels Estates	Fil. No. 8	N/A	1-2	N/A	98120669	8/24/98
The Fairways at Kissing Camels Estates	Fil. No. 9	N/A	1-12	N/A	99041486	3/17/99
Mesa Vista at Kissing Camels Estates	Fil. No. 1	N/A	1-22	Plat Book E-5, Page 182	2242004	1/4/93

Name of Filing/Subdivision	Filing or Subdivision No.	Block(s)	Lot(s)	Book/Page	Reception No.	Date of Recording
Camels Ridge - Kissing Camels Subdivision	Fil. No. 8	1	1-19, 39-94, 95-99	Plat Book I-3, Page 65	540119	4/2/79
Camels Ridge No. 2 - Kissing Camels Subdivision	Fil. No. 15	1	20-38, 100, 101	Plat Book L-3, Page 36	666863	5/6/80
Resubdivision of The Park at Kissing Camels Estates	N/A	1	1-76	Plat Book P-3, Page 92	871604	5/25/82
The Park at Kissing Camels Estates	Fil. No. 2	1	1-70, 73-74, Tract A, Tract B	Plat Book V-3, Page 156	1113120	5/8/84
The Park at Kissing Camels Estates	Fil. No. 3	N/A	1	Plat Book E-4, Page 135	1987814	12/4/90
Courtyard at Kissing Camels Estates	Fil. No. 1	N/A	1-4, 9-18	Plat Book E-5, Page 211	2270293	3/17/93
Courtyard at Kissing Camels Estates	Fil. No. 1A	N/A	5-8	Plat Book E-5, Page 276	2337086	8/16/93
Courtyard at Kissing Camels Estates	Fil. No. 2	N/A	1-6, 9-13, Tract A	N/A	98017288	2/12/98
Courtyard at Kissing Camels Estates	2A	N/A	7 & 8	N/A	200001847	1/6/00

Schedule G
to
Exhibit C

Developable Parcel - Northwest

Developable parcel on northwesterly corner of Kissing Camels Estates, north of the Navigator's reservoir (approximately 17.154 acres)

A portion of the northeast quarter of Section 27, Township 13 South, Range 67 West of the 6th Principal Meridian, more particularly described as follows:

Bearings are based on the west line of Arrowswest Filing No. 7 recorded at Reception number 98122055 of the records of El Paso County, Colorado assuming said west line bears N29°21'22"W (N29°14'10"W platted).

BEGINNING at the most southerly corner of Lot 1, Block 1 of said Arrowswest Filing No. 7; thence along the west line of said Arrowswest Filing No. 7, the following two (2) courses: (1) N29°21'22"W, a distance of 363.69 feet; (2) N17°21'22"W, a distance of 266.59 feet to the northwest corner of said Lot 1; thence continuing N17°21'22"W, a distance of 143.41 feet; thence N60°20'53"W, a distance of 315.69 feet; thence S07°18'44"W, a distance of 372.87 feet; thence S02°14'14"E, a distance of 449.38 feet; thence S37°47'31"E, a distance of 311.82 feet; thence S57°49'50"E, a distance of 588.35 feet; thence S24°19'40"W, a distance of 296.16 feet; thence S57°05'34"W, a distance of 243.81 feet; thence N80°01'19"E, a distance of 151.31 feet; thence S53°24'47"E, a distance of 60.00 feet; thence N36°35'13"E, a distance of 396.60 feet; thence N60°09'13"E, a distance of 106.00 feet; thence N82°16'13"E, a distance of 228.74 feet; thence N07°43'47"W, a distance of 77.40 feet; thence N11°08'38"E, a distance of 261.46 feet; thence N78°51'22"W, a distance of 166.09 feet to the southeast corner of Arrowswest Filing No. 5 recorded at Reception number 96138747 of the records of said El Paso County; thence along the south line of said Arrowswest Filing No. 5 the following two (2) courses: (1) continuing N78°51'22"W, a distance of 341.21 feet; (2) N29°21'22"W, a distance of 106.31 feet to the POINT OF BEGINNING containing 17.154 acres more or less.

Prepared for and on behalf of Rockwell Consulting, Inc.
by Gary Adams PLS#24300 registered in the State of Colorado.

JOB NO. 04-016

FILE: 04-016EXA.DWG
DATE: 2/24/04



Schedule H
to
Exhibit C

Developable Parcel - East

Developable parcel on the eastern edge of Kissing Camels Estates (approximately 56.974 acres)

A portion of SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, E $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 35, Township 13 South, Range 67 West of the 6th Principle Meridian, El Paso County, Colorado more particularly described as follows:

Bearings are based on the east line of the NE $\frac{1}{4}$ of said Section 35. Said east line is assumed to bear N00°37'59"E.

BEGINNING at the northeast corner of said Section 35; thence S00°37'59"W, along the east line of said Section 35, a distance of 2196.49 feet to the north right of way line of Fillmore Street as described in a resolution by the Board of County Commissioners of El Paso County, dated August 27, 1970; thence along said north right of way line the following three (3) courses: (1) S86°18'57"W, a distance of 20.92 feet; (2) along the arc of a curve to the left, having a radius of 1093.29 feet, a central angle of 29°17'47" for an arc length of 559.02 feet, chord bears S71°46'28"W; (3) S57°07'35"W, a distance of 263.63 feet; thence N14°00'09"W, a distance of 248.30 feet to the east line of Hill Circle (80' ROW) as platted in The Park of Kissing Camels Estates Filing No. 2 recorded in Plat Book V-3, at Page 156 of the records of said El Paso County; thence continuing along said east line of Hill Circle, the following ten (10) courses: (1) continuing N14°00'09"W, a distance of 332.41 feet; (2) along the arc of a curve to the right, having a radius of 460.00 feet, a central angle of 18°04'59" for an arc length of 145.18 feet, chord bears N04°57'40"W; (3) N04°04'50"E, a distance of 677.49 feet; (4) along the arc of a curve to the right, having a radius of 460.00 feet, a central angle of 35°03'54" for an arc length of 281.52 feet, chord bears N21°36'47"E; (5) N39°08'44"E, a distance of 90.61 feet; (6) N39°08'44"E, a distance of 118.57 feet; (7) along the arc of a curve to the left, having a radius of 533.51 feet, a central angle of 51°23'28" for an arc length of 478.53 feet, chord bears N13°27'00"E; (8) N12°14'44"W, a distance of 151.95 feet; (9) along the arc of a curve to the left having a radius of 405.00 feet, a central angle of 19°50'33" for an arc length of 140.26 feet, chord bears N22°10'00"W; (10) N32°05'17"W, a distance of 197.04 feet to the south line of Mesa Vista at Kissing Camels Estates Filing No. 2 as recorded in Plat Book G-5, at Page 142 of the records of said El Paso County; thence along the south line of said Mesa Vista at Kissing Camels Estates Filing No. 2, the following five (5) courses: (1) N57°54'43"E, a distance of 123.86 feet; (2) N48°43'21"E, a distance of 180.00 feet; (3) N89°01'11"E, a distance of 147.31 feet; (4) N00°58'49"W, a distance of 46.39 feet; (5) N00°46'30"E, a distance of 191.87 feet; thence N60°13'43"E, a distance of 412.28 feet; thence N89°10'59"E, a distance of 457.64 feet; thence S00°48'46"E, a distance of 145.79 feet; thence S15°27'32"W, a distance of 201.28 feet; thence S49°07'00"W, a distance of 62.00 feet; thence S67°45'53"W, a distance of 62.43 feet; thence S11°23'26"E, a distance of 419.22 feet to the south line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25; thence S89°10'20"W, along said south line, a distance of 387.04 feet to the POINT OF BEGINNING containing 56.974 acres more or less.

Prepared for and on behalf of Rockwell Consulting, Inc.
by Gary Adams, PLS #24300 registered in the State of Colorado

JOB NO. 04-016

FILE: 04016EXD.DWG
DATE: 2/26/04



Schedule I
to
Exhibit C

Developable Parcel - South

Developable parcel on the southerly edge of Kissing Camels Estates near the current golf course maintenance facilities (approximately 5.322 acres)

A portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 13 South, Range 67 West of the 6th Principle Meridian, El Paso County, Colorado more particularly described as follows:

Bearings are based on the east line of Hillbrook Lane as platted in Kissing Camels Subdivision No. 2 as recorded in Plat Book C-2 at Page 3 of the records of El Paso County, assuming said east line bears S00°17'59"W.

BEGINNING at the southeast corner of said Kissing Camels Subdivision No. 2, point also being on the south line of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35; thence N89°50'26"E, along said south line, a distance of 628.39 feet to the southwest corner of Kissing Camels Subdivision No. 18 as recorded at Reception # 96133624 of the records of said El Paso County; thence along the west line of said Kissing Camels Subdivision No. 18, the following two (2) courses: (1) N00°08'45"W, a distance of 107.00 feet; (2) N10°30'38"E, a distance of 229.24 feet to the south line of Hill Circle (60' ROW) as platted in The Park at Kissing Camels Estates as recorded in Plat Book N-3 at Page 87 of the records of said El Paso County; thence along said south line of Hill Circle, along the arc of a non-tangent curve to the left, having a radius of 545.38 feet, a central angle of 32°35'24" for an arc length of 310.21 feet, chord bears N83°21'42"W to the east line of said Kissing Camels Subdivision No. 2; thence along the east line of said Kissing Camels Subdivision No. 2, the following five (5) courses: (1) S09°40'07"E, a distance of 10.15 feet; (2) along the arc of a non-tangent curve to the right, having a radius of 767.64 feet, a central angle of 26°24'34" for an arc length of 353.83 feet, chord bears N86°27'50"W to the east line of said Hillbrook Lane; (3) S18°58'50"W, a distance of 23.67 feet; (4) along the arc of a curve to the left, having a radius of 152.40 feet, a central angle of 18°40'51" for an arc length of 49.69 feet, chord bears S09°38'24"W; (5) S00°17'59"W, a distance of 310.00 feet to the POINT OF BEGINNING containing 5.322 acres more or less.

Prepared for and on behalf of Rockwell Consulting, Inc.
by Gary Adams, PLS #24300 registered in the State of Colorado

JOB NO. 04-000

FILE: 8X11V.DWG
DATE: 1/24/04

